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**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

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## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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March 05, 2013

23 March 5, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT WITH LOS ANGELES COUNTY OFFICE OF  
EDUCATION TO PROVIDE GAIN/GROW/REP VOCATIONAL ASSESSMENT SERVICES  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

The Department of Public Social Services (DPSS) is seeking approval of a new three-year and three month contract with the Los Angeles County Office of Education (LACOE) to provide vocational assessment and learning disability evaluation/diagnosis services to Welfare-to-Work (WtW) participants in the Greater Avenues for Independence (GAIN), Refugee Employment Program (REP) and General Relief Opportunities for Work (GROW) Programs.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DPSS or her designee to prepare and execute a contract substantially similar to Enclosure I, with LACOE, effective April 1, 2013 through June 30, 2016. The estimated total cost for this contract is \$20,219,750, which includes a contract maximum for management services paid to LACOE of \$1,855,750. The contract will be financed using \$19,256,196 (95 percent) State/federal funding and \$963,554 (5 percent) net County cost (NCC). Sufficient funding is included in the Department's Fiscal Year (FY) 2012-13 Budget. Funding for future years will be included in the Department's budget requests. There is no contract maximum for direct services because this cost is driven by the number of assessments performed.
2. Delegate authority to the Director of DPSS or her designee to prepare and execute amendments to the contract to decrease or increase the management services fees payable to LACOE by no more than ten percent of the management services maximum contract amount of \$1,855,750. The approval of County Counsel will be obtained prior to executing such amendments and the Department will notify the Chief Executive Office (CEO) within ten business days after execution.

3. Delegate authority to the Director of DPSS or her designee to prepare and execute amendments to the contract to increase by up to ten percent the fixed unit prices. The approval of County Counsel will be obtained prior to executing such amendments, and the Department will notify the CEO within ten business days after execution.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of this contract will allow DPSS to continue to provide vocational assessment services to GAIN, REP and GROW participants and learning disability evaluation and diagnosis services to GAIN and REP participants, through LACOE and its subcontractors. These services include: vocational/career assessment services for participants in the GAIN, REP and GROW programs that consist of the development of a customized career plan to help them achieve their goals. The learning disability evaluation and diagnosis services to GAIN and REP participants consist of screening, evaluating, reporting, and diagnosis of learning disabilities as a potential barrier to employment.

LACOE has provided similar services since 1990 and has consistently adapted to program changes and requirements. LACOE effectively provides management services including recruitment, monitoring, and supervision of several subcontractors who conduct vocational/career assessments and learning disability evaluation and diagnosis at over 50 locations throughout the County.

These services assist participants to overcome barriers, obtain employment and move from welfare dependence to self-sufficiency. Approval of the contract will permit LACOE to continue to provide vital services to the County's WtW participants.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #1: Operational Effectiveness: Maximize the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public service.

### **FISCAL IMPACT/FINANCING**

The estimated total cost for the term of the contract is \$20,219,750, which includes a contract maximum for management services paid to LACOE of \$1,855,750. The cost of direct services is based on caseload driven assessments at fixed unit prices and additional services that are required in order to comply with changes in federal, State, or County requirements. The Department estimates that the annual cost of vocational assessments will be approximately \$5,362,000 and that the annual cost of learning disability evaluations will be approximately \$250,000.

The costs allocated to the GAIN Program will be fully offset by CalWORKs Single Allocation funds; therefore, there is no additional NCC after the required Maintenance of Effort is met. The costs allocated to REP will be fully offset by Refugee Social Services and Targeted Assistance funds which are 100 percent federal. Approximately 45 percent of the costs allocated to the GROW Program will be offset by CalFresh Employment and Training program. Approximately 55 percent will be NCC. Enclosure II sets out the breakdown of the contract costs and funding sources.

Funding for this contract is included in the Department's FY 2012-13 Budget. Funding for future years will be included in the Department's budget requests.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Under the contract, LACOE will subcontract with direct service providers to perform vocational assessments for participants of the GAIN, REP and GROW programs and learning disability evaluations/diagnoses for participants of the GAIN and REP programs.

California Department of Social Services Regulations state that contracts may be negotiated without formal advertising for any service rendered by a local government agency. (California Operations Manual Section 23-650.14.) LACOE is a government agency. In accordance with the Board Policy 5.100 for Sole Source Contracts, enclosed is the Sole Source Checklist (Enclosure III) for the GAIN/GROW/REP Vocational Assessment contract with LACOE.

The contract provides for termination by the County with a 30 calendar day written notice prior to termination, should termination be in the County's best interest. The contract also contains a provision which limits the County's obligation if funding is not appropriated by the State and by the Board of Supervisors.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The contractor is in compliance with the Jury Service Program. The contractor is in compliance with all Board of Supervisors, Chief Executive Office, and County Counsel requirements.

The Living Wage Ordinance does not apply because the recommended contract is a non-Prop A contract.

The contract has been approved as to form by County Counsel.

## **CONTRACTING PROCESS**

This sole source contract was procured in accordance with California Department of Social Services Regulation 23-650.14, which allows for non-competitive contracting with local government agencies.

## **CONTRACT PERFORMANCE**

The monitoring of this contract is performed on a quarterly basis. To evaluate the accuracy of LACOE's monitoring efforts and verify the quality of services provided by the sub-contractors, DPSS Contract Program Monitors perform on-site observations of testing procedures and team conferences, as well as participant interviews, at vocational assessment sites. Based on monitoring results for the period of July 1 through September 30, 2012, LACOE is in compliance with the contract requirements.

The expected performance outcome is that participants receive an assessment useful for career guidance and needed training. During the term of the current contract, LACOE has consistently provided sufficient and qualified assessors, verified the performance of the assessors, and monitored the quality of participant assessments.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The contract will allow the continuation of services in Los Angeles County for GAIN, REP, and GROW participants.

The contract will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

**CONCLUSION**

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DPSS.

Respectfully submitted,

A handwritten signature in cursive script, reading "Sheryl L. Spiller".

SHERYL L. SPILLER

Director

SLS:anc

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Deputy Chief Executive Officer

**ENCLOSURE I**



**CONTRACT  
BY AND BETWEEN  
THE COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
AND  
LOS ANGELES COUNTY OFFICE OF EDUCATION  
FOR  
GAIN/GROW/REP VOCATIONAL ASSESSMENT SERVICES**

**PREPARED BY:**

**BUREAU OF ADMINISTRATIVE SERVICES  
CONTRACT MANAGEMENT DIVISION, SECTION V  
12900 CROSSROADS PARKWAY SOUTH  
CITY OF INDUSTRY, CALIFORNIA 91746-3411**

**APRIL 2013**

## TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS.....		1
1.0	APPLICABLE DOCUMENTS.....	1
2.0	DEFINITIONS .....	2
3.0	WORK.....	11
4.0	TERM OF CONTRACT.....	11
5.0	CONTRACT SUM.....	12
5.1	Maximum Contract Amount.....	12
5.2	Non Payment of Services .....	13
5.3	Record Keeping System.....	13
5.4	No Payment for Services Provided Following Expiration/Termination of Contract.....	13
5.5	Invoices and Payments.....	13
6.0	ADMINISTRATION OF CONTRACT - COUNTY.....	20
6.1	County Contract Manager.....	20
6.2	County Contract Administrator.....	20
6.3	County Contract Program Monitor.....	20
7.0	ADMINISTRATION OF CONTRACT – CONTRACTOR.....	21
7.1	Contractor Manager.....	21
7.2	Approval of Contractor's Staff.....	21
7.3	Other Contractor Staffing.....	21
7.4	Contractor's Staff Identification.....	21
7.5	Background and Security Investigations.....	21
7.6	Confidentiality .....	23
8.0	STANDARD TERMS AND CONDITIONS.....	24
8.1	Amendments and Changes of Terms.....	25
8.2	Assignment and Delegation.....	25
8.3	Authorization Warranty.....	25
8.4	Budget Reductions.....	25
8.5	Complaints.....	26
8.6	Compliance with Applicable Law.....	26
8.7	Compliance with Civil Rights Laws.....	27
8.8	Compliance with the County's Jury Service Program.....	28
8.9	Conflict of Interest.....	30
8.10	Consideration of Hiring County Employees Targeted for Lay Off/or Re-Employment List.....	30
8.11	Consideration of Hiring GAIN/GROW Program Participants for Employment.....	30
8.12	Contractor Responsibility and Debarment.....	31
8.13	Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law.....	32
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	33
8.15	County's Quality Assurance Plan.....	33

PARAGRAPH	TITLE	PAGE
8.16	Damage to County Facilities, Buildings or Grounds.....	33
8.17	Employment Eligibility Verification .....	34
8.18	Facsimile Representations.....	34
8.19	Fair Labor Standards .....	34
8.20	Fiscal Accountability.....	34
8.21	Force Majeure .....	35
8.22	General Provisions for All Insurance Coverage.....	35
8.23	Governing Law, Jurisdiction and Venue.....	39
8.24	Indemnification.....	39
8.25	Independent Contractor Status.....	39
8.26	Insurance Coverage.....	40
8.27	Liquidated Damages.....	42
8.28	Most Favored Public Entity.....	43
8.29	Nondiscrimination and Affirmative Action.....	43
8.30	Non Exclusivity.....	44
8.31	Notice of Delays.....	44
8.32	Notice of Disputes.....	44
8.33	Notice to Employees Regarding the Federal Earned Income Credit.....	44
8.34	Notice to Employees Regarding the Safely Surrendered Baby Law.....	44
8.35	Notices.....	44
8.36	Prohibition against Inducement or Persuasion.....	45
8.37	Public Records Act.....	45
8.38	Publicity.....	45
8.39	Record Retention and Inspection/Audit Settlement.....	46
8.40	Recycled Bond Paper .....	47
8.41	SPARTA Program .....	47
8.42	Subcontracting.....	47
8.43	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	48
8.44	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	48
8.45	Termination for Convenience .....	48
8.46	Termination for Default .....	49
8.47	Termination for Improper Consideration .....	50
8.48	Termination for Insolvency .....	50
8.49	Termination for Non-Adherence of County Lobbyist Ordinance.....	51
8.50	Termination for Non-Appropriation of Funds.....	51
8.51	Validity.....	51
8.52	Waiver .....	51
8.53	Warranty Against Contingent Fees.....	51
8.54	Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	52
<b>9.0</b>	<b>UNIQUE TERMS AND CONDITIONS.....</b>	<b>52</b>
9.1	Child/Elder Abuse/Fraud Reporting.....	52
9.2	Compliance with Laws.....	52
9.3	Contractor's Charitable Activities Compliance.....	53
9.4	Contractor's Obligations As A "Business Associate" Under The Health Insurance Portability And Accountability Act of 1996 (HIPAA) And The Health Care Information Technology for Economic and Clinical Health Act.....	53
9.5	Local Small Business Enterprise (SBE) Preference Program.....	54
9.6	Shred Documents.....	55
9.7	Transitional Job Opportunities Preference Program.....	55

PARAGRAPH	TITLE	PAGE
<b>SIGNATURES.....</b>		
		<b>56</b>
<b>STANDARD EXHIBITS</b>		
<b>A</b>	STATEMENT OF WORK AND TECHNICAL EXHIBITS.....	<b>57</b>
<b>B</b>	CONTRACTOR'S BUDGET...( unnumbered pages of Budget detail).....	<b>115</b>
<b>C</b>	CONTRACTOR'S EEO CERTIFICATION .....	<b>116</b>
<b>D</b>	COUNTY'S ADMINISTRATION .....	<b>118</b>
<b>E</b>	CONTRACTOR'S ADMINISTRATION.....	<b>120</b>
<b>F</b>	CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT.	<b>122</b>
<b>G</b>	JURY SERVICE ORDINANCE .....	<b>133</b>
<b>H</b>	SAFELY SURRENDERED BABY LAW.....	<b>138</b>
<b>I</b>	PROPOSALS/GROUNDS FOR REJECTION .....	<b>143</b>
<b>J</b>	CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATION .....	<b>145</b>
<b>K</b>	ATTESTATION TO WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS .....	<b>147</b>
<b>L</b>	SAMPLE MONTHLY INVOICE FORMAT.....	<b>149</b>
<b>M</b>	SAMPLE QUARTERLY RECONCILIATION INVOICE FORMAT.....	<b>151</b>
<b>N</b>	INTERNAL REVENUE SERVICE NOTICE 1015 .....	<b>154</b>
<b>O</b>	CERTIFICATION OF NO CONFLICT OF INTEREST.....	<b>156</b>
<b>P</b>	FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION .....	<b>158</b>
<b>Q</b>	CIVIL RIGHTS RESOLUTION AGREEMENT .....	<b>160</b>
<b>R</b>	AGREEMENT OF CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT).....	<b>166</b>
<b>S</b>	CHARITABLE CONTRIBUTIONS CERTIFICATION .....	<b>176</b>
<b>T</b>	GAIN/GROW/REP VOCATIONAL ASSESSMENT SERVICES CRIMINAL CONVICTION INFORMATION NOTICE AND CERTIFICATION.....	<b>178</b>

**CONTRACT  
BY AND BETWEEN  
THE COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
AND  
LOS ANGELES COUNTY OFFICE OF EDUCATION  
FOR  
GAIN GROW REP VOCATIONAL ASSESSMENT SERVICES**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2013 by and between the County of Los Angeles (hereinafter referred to as County), and Los Angeles County Office of Education (LACOE) (hereinafter referred to as Contractor). LACOE is located at 9300 E. Imperial Highway, Downey, CA 90242.

**RECITALS**

WHEREAS, Contractor is a local government agency and is qualified to provide the Welfare-to-Work Vocational Assessment services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services;

WHEREAS, County finds it necessary to secure such professional services;

WHEREAS, Contractor has agreed to provide County with such services and based upon non-competitive negotiation ***under the Title 45 Code of Federal Regulation, Part 74 (Administration of Grants) and State Department of Social Services regulations Chapter 23-650***, Contractor has been selected for recommendation for award of this Contract; and

WHEREAS, this Contract is further authorized by ***California Government Code Sections 26227 and 31000 and Welfare and Institutions Code, Section 11320 et seq.***;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

***Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S and T*** are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, services, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

<b>EXHIBIT A</b>	Statement of Work and Technical Exhibits
<b>EXHIBIT B</b>	Contractor's Budget
<b>EXHIBIT C</b>	Contractor's EEO Certification
<b>EXHIBIT D</b>	County's Administration
<b>EXHIBIT E</b>	Contractor's Administration
<b>EXHIBIT F</b>	Contractor Employee Acknowledgment and Confidentiality Agreement
<b>EXHIBIT G</b>	Jury Service Ordinance
<b>EXHIBIT H</b>	Safely Surrendered Baby Law
<b>EXHIBIT I</b>	Proposals/Grounds for Rejection
<b>EXHIBIT J</b>	Contractor's Nondiscrimination in Services Certification
<b>EXHIBIT K</b>	Attestation to Willingness to Consider GAIN and GROW Participants
<b>EXHIBIT L</b>	Sample Monthly Invoice Format

<b>EXHIBIT M</b>	Sample Quarterly Reconciliation Invoice Format
<b>EXHIBIT N</b>	Internal Revenue Service Notice 1015
<b>EXHIBIT O</b>	Certification of No Conflict of Interest
<b>EXHIBIT P</b>	Familiarity with the County Lobbyist Ordinance Certification
<b>EXHIBIT Q</b>	Civil Rights Resolution Agreement
<b>EXHIBIT R</b>	Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) And The Health Care Information Technology For Economic And Clinical Health Act (Business Associate Agreement)
<b>EXHIBIT S</b>	Charitable Contributions Certification
<b>EXHIBIT T</b>	GAIN/GROW/REP Vocational Assessment Services Criminal Conviction Information Notice and Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to ***Section 8.1–Amendments and Changes of Terms*** and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

### **2.1 ACCEPTABLE QUALITY LEVEL (AQL)**

A measure to express the allowable leeway or variance from the Contract Standard, above which County will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the Contractor may knowingly perform in a defective way.

The AQL recognizes the fact that less than Standard performance may sometimes be unintentional. However, County expects expert professional services to be provided at all times.

### **2.2 BARRIERS**

Personal or other problems/issues that interfere with participation in the Welfare-to-Work program and employment. Barriers can be temporary or long term.

### **2.3 BOARD OF SUPERVISORS**

The Board of Supervisors of the County of Los Angeles (Board).

### **2.4 BUDGET**

The document that details the Contractor's costs for providing services and that is included in the Contract. The Budget contains the following:

***Direct Costs*** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).

**Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).

**Total Cost of Contract Services** - The total of Direct and Indirect Costs.

**2.5 CalWORKs**

Acronym for "California Work Opportunity and Responsibility to Kids" which is the State of California's time-limited federal TANF assistance program for needy families designed to assist the transition from welfare to self-sufficiency.

**2.6 CASE MANAGEMENT**

The coordination of services and activities, beginning with Orientation, and including but not limited to: assessing the GAIN participant's employability and need for supportive services; developing the Welfare-to-Work plan with the GAIN participant; attendance and progress in Welfare-to-Work activities; identifying and authorizing supportive services; making a recommendation of cause for failure to participate; referring the GAIN participant to community resources for Welfare-to-Work activities, counseling and assisting in accessing community resources and resolving problems; documenting case activity in the physical and electronic case file; and completing other required documents. These services are provided by the County and/or contracted case management staff.

**2.7 CASE NUMBER**

A unique seven-digit number that identifies a participant's CalWORKs/GAIN DPSS record. The number may or may not have a four-digit prefix designating the responsible County and an aid category.

**2.8 CONTRACT**

This agreement executed by the County and Contractor. It sets forth the terms and conditions for the issuance and performance of the **Statement of Work - Exhibit A**.

**2.9 CONTRACT MANAGEMENT DIVISION**

The Department of Public Social Services' Division responsible for the Contract.

**2.10 CONTRACTOR**

Los Angeles County Office of Education or LACOE, which has entered into this Contract with the County to perform the work covered by this Contract.

**2.11 CONTRACTOR MANAGER**

The individual designated by the Contractor to administer the contract operations after contract award.

**2.12 CONTRACT START DATE**

The date Contractor begins work in accordance with the terms of the Contract.

**2.13 COUNTY CONTRACT ADMINISTRATOR (CCA)**

The person designated by County Contract Manager to manage the operations under this Contract. The CCA provides directions to the Contractor in the areas relating to policy, information requirements, and procedural requirements.

**2.14 COUNTY CONTRACT MANAGER**

The person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator.

**2.15 COUNTY CONTRACT PROGRAM MONITOR (CPM)**

The person designated by County with responsibility to oversee the day to day activities of this Contract, monitor, audit and evaluate any and all tasks, deliverables, goods, services and other work provided by the Contractor.

**2.16 COUNTY OFFICE OF EDUCATION**

The Los Angeles County Office of Education (LACOE).

**2.17 DAY (S)**

Calendar day (s) unless otherwise specified.

**2.18 DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS OR DEPARTMENT)**

The County department responsible for providing social services and financial assistance to eligible persons in Los Angeles County. DPSS is required by the California Department of Social Services to provide services which assist recipients of CalWORKs and General Relief to qualify for, locate and retain employment through the GAIN, GROW, and REP Programs.

**2.19 DIAGNOSIS**

A "Diagnosis" is the formal identification of the specific nature of a Learning Disability and/or co-existing disorder that could extend beyond the testing and measuring of aptitudes, performance, and vocational interests that are associated with a Learning Disabilities Evaluation. A Diagnosis may only be performed by a highly-trained/qualified individual such as a psychologist, clinical psychologist, school psychologist, or psychiatrist. If the participant needs an exemption from Welfare-to-Work participation, only this level of staff can grant it.

**2.20 DIRECTOR**

The Director of the County of Los Angeles Department of Public Social Services (DPSS).

**2.21 DIRECT SERVICES**

The Vocational/Career Assessment services, Learning Disabilities Evaluation, and Learning Disabilities Diagnosis services that are provided directly to the participants.

## **2.22 EMPLOYMENT COUNSELING**

Counseling aimed at helping the GAIN participant reach an informed decision on an appropriate employment goal which is provided by a person who has been trained or has experience as an employment counselor.

## **2.23 EVALUATION**

An "Evaluation" is the process of determining whether or not an individual has Learning Disabilities and/or other co-existing disorders. This Evaluation is limited in scope and only determines the extent that the functional weaknesses revealed by the Learning Disabilities testing interfere with the GAIN participant's ability to obtain or retain employment or enter and participate in the GAIN program.

## **2.24 EVALUATIONS WITH ACCOMMODATIONS**

Learning Disabilities Evaluations which result in the need for accommodations in order for participants to function in their Welfare-to-Work activities.

## **2.25 EVALUATIONS WITHOUT ACCOMMODATIONS**

Learning Disabilities Evaluations that do not require accommodations for the participants to function in their Welfare-to-Work activities.

## **2.26 FISCAL YEAR**

County Fiscal Year which commences on July 1, and ends the following June 30.

## **2.27 FULL-TIME EMPLOYMENT**

Working at least thirty-two (32) hours per week for a single head of household and thirty-five (35) hours per week for a two-parent household, in a job which pays a salary that at least equates to the federal minimum wage, or the State minimum wage, whichever is higher.

## **2.28 GAIN**

Acronym for "Greater Avenues for Independence," a program established on September 26, 1985, with the passage of the State of California Assembly Bill 2580. The GAIN program establishes a comprehensive system of services to assist CalWORKs participants in obtaining unsubsidized employment.

## **2.29 GAIN COUNTY PLAN**

A document approved by the Los Angeles County Board of Supervisors, and certified as complete by the California Department of Social Services (CDSS), which provides local planning activities and implementation of CalWORKs program components in Los Angeles County.

## **2.30 GAIN EMPLOYMENT ACTIVITY AND REPORTING SYSTEM (GEARS)**

The automated data management system used to support the GAIN Program in Los Angeles County by tracking participants, authorizing payments, generating reports, maintaining inventories of available resources, and providing program monitoring data.

**2.31 GAIN PARTICIPANTS**

CalWORKs participants who County has determined to be eligible for participation in the GAIN Program.

**2.32 GENERAL EDUCATIONAL DEVELOPMENT (GED) LEVEL**

The educational level attained through formal or informal learning that is required for a person to perform satisfactorily on the job. This measure is not related to job specific information.

**2.33 GENERAL RELIEF (GR)**

General Relief is cash assistance to indigent adults not qualifying for other state/federal programs.

**2.34 GROW**

Acronym for the General Relief Opportunities for Work program, a locally funded program that provides employment and training services to help employable GR participants obtain a job and become self-sufficient.

**2.35 GROW COMPUTER SYSTEM (MAPPER)**

The electronic data processing system used by DPSS for GROW participant tracking, reporting, payments, and interface with various Contractors. Also known as MAPPER.

**2.36 GROW PARTICIPANTS**

General Relief recipients who DPSS has determined to be employable, and therefore, eligible for participation in the GROW Program.

**2.37 LABOR MARKET INFORMATION (LMI)**

A users' guide that is created, maintained and updated by the California Employment Development Department's (EDD) Labor Market Information Division to assist in gathering labor market information. Information available on LMI is used by DPSS and its Contractors to develop education and training resources. LMI may be accessed through the internet at [www.labormarketinfo.edd.ca.gov](http://www.labormarketinfo.edd.ca.gov).

The LMI, which is periodically updated, provides a list of entry-level growth occupations best suited for GAIN participants. It is used by DPSS and its intermediaries to develop education and training resources for GAIN and by case managers and vocational assessors in the development of viable employment plans for GAIN participants.

**2.38 LEARNING DISABILITIES**

A heterogeneous group of disorders manifested by significant difficulties in the acquisition and use of listening, speaking, reading, writing, reasoning or mathematical abilities. These disorders are intrinsic to the individual and presumed to be a central nervous system dysfunction. Even though a Learning Disability may occur concomitantly with other handicapping conditions (e.g., sensory or mental impairment); or environmental retardation, social and/or emotional disturbance influences (e.g., cultural differences,

insufficient/inappropriate instruction, psychogenic factors); it is not the direct result of those conditions or influences.

These disorders interfere with the participant's ability to obtain or retain employment or enter and participate in the CalWORKs program.

#### **2.39 LEARNING DISABILITIES EVALUATIONS SERVICE PROVIDERS**

A private or public vendor providing Learning Disabilities Evaluations services directly to GAIN participants. Providers will have a Subcontract with Contractor. These vendors will be added to the inventory of service providers by the Contractor. These vendors may or may not be the same vendors providing Vocational Assessment services.

#### **2.40 LEARNING DISABILITIES PROGRAM**

A program designed to improve services to Welfare-to-Work participants by offering screening and evaluation for Learning Disabilities, documenting the identification of a Learning Disability and accommodations needed by the participant to become self-supporting.

#### **2.41 LEP**

Acronym used to identify GAIN participants who are "Limited English Proficient." LEP means an individual whose primary language is not English and who is unable to speak, read, write, or understand the English language at a level that permits him/her to have a meaningful access to and participate fully in DPSS benefits, programs, and services.

#### **2.42 MANAGEMENT SERVICES**

Management Services encompasses all of the administrative duties required of Contractor to implement this Contract including, but not limited to, subcontracting, monitoring, auditing, submitting required reports, invoicing, and providing liaison services and technical assistance to County and Service Providers.

#### **2.43 MONTHLY MANAGEMENT REPORT (MMR)**

A group of reports (GAIN/GROW/REP) provided monthly to the CCA by the Contractor's Contract Manager. The MMR provides details of the Contract functions performed. Format and content of the management report must be approved by County.

#### **2.44 OCCUPATIONAL EMPLOYMENT STATISTICS (OES)**

An occupational classification system based on annual surveys conducted by the Department of Labor.

#### **2.45 PART-TIME EMPLOYMENT**

Working a minimum of twenty (20) hours and less than thirty-two (32) hours per week for a single parent household, or under a total of thirty-five (35) hours per week for a two-parent household, in a job for wages which would at least equate to the federal minimum wage or to the State minimum wage, whichever is higher.

#### **2.46 PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

The document furnished by County (*Technical Exhibit 1*), which identifies and summarizes the key performance indicators of this Contract. County will use the PRS in evaluating Contractor to assure that the Contract performance standards are met.

#### **2.47 POST-EMPLOYMENT SERVICES (PES)**

Voluntary work-related supportive services available to CalWORKs GAIN participants working 32/35 hours per week, or former CalWORKs participants who have left cash assistance within a 12-month period due to earnings or employment.

PES services include career assessment, education, training, mentoring, child care, transportation, and job retention services.

The goal of PES services is to provide individuals with information and services to enable them to retain unsubsidized employment, improve career potential and achieve economic self-sufficiency at a living wage prior to exhausting their 60-month lifetime Temporary Assistance to Needy Families (TANF) time-limit.

#### **2.48 QUALITY ASSURANCE MONITORING PLAN (QAMP)**

The Plan developed by County, specifically for this Contract, to monitor compliance with the Contract. The elements of the Plan are listed in the Performance Requirements Summary.

#### **2.49 QUALITY CONTROL PROGRAM**

All necessary measures taken by Contractor to assure that the quality of services will meet Contract requirements regarding timeliness, accuracy, appearances, completeness, consistency, and conformity.

#### **2.50 REFUGEE EMPLOYMENT PROGRAM (REP)**

The Refugee Employment Program (REP) is an employment services program for refugees, designed to help refugee participants who are aided through public assistance, as well as some non-aided refugee participants. The goal is to assist in finding employment that will ultimately lead to self-sufficiency. REP services, which include community outreach, case management, employment, training and placement services are offered to refugees in the United States less than five years. REP services assist refugee participants in adjusting and adapting to the American workplace, learning English, securing employment, and ultimately achieving self-sufficiency to avoid dependence on welfare.

#### **2.51 SCREENING**

Screening is the first step towards identifying individuals with suspected Learning Disabilities. It involves the use of a recognized and validated Learning Disabilities screening tool administered by the GAIN Services Worker. All participants who receive a score on the screening tool that indicates a possible Learning Disability will be referred for further Evaluation and/or Diagnosis.

**2.52 SELF-SUFFICIENCY**

A level at which GAIN participants have the skill and ability to be economically independent and have obtained a steady source of income that removes the need for welfare assistance.

**2.53 SERVICE PROVISION PLAN**

The plan developed by Contractor and approved by County to provide Management services, Vocational/Career Assessment services, Learning Disabilities Evaluation services, and Learning Disabilities Diagnosis services.

**2.54 SPECIFIC VOCATIONAL PREPARATION**

The amount of time required by the typical worker in a particular occupation to learn the techniques, acquire the knowledge, and develop the skills needed for average performance in a specific job.

**2.55 STANDARD**

A minimum requirement set by the County for the Contractor to perform a service or activity.

**2.56 STATEMENT OF WORK**

*Exhibit A* to this Agreement.

**2.57 SUPPORTIVE SERVICES**

Services available to GAIN/GROW participants to enable them to participate in GAIN/GROW activities. The following are included under the Supportive Services umbrella: supplies and services as they refer to Mental Health, Substance Abuse and Domestic Violence. This term is also used to refer to funds authorized by the GSW/Contract Case Manager to cover services and supply costs. Examples of services and supplies are: child care, transportation, tools, etc., made available to the GAIN participants by the County, which enable them to participate in GAIN activities and/or accept employment opportunities.

**2.58 TANF**

Acronym for "Temporary Assistance for Needy Families." Name of the federal welfare reform program which provides time-limited assistance to needy families and assists them to transition from Welfare-to-Work. TANF is known in California as CalWORKs.

**2.59 VOCATIONAL ASSESSMENT SERVICE PROVIDERS**

A private or public vendor providing Vocational Assessment services directly to GAIN, GROW and REP Program participants. Providers will have a Subcontract with Contractor. These vendors will be added to the inventory of service providers by Contractor.

**2.60 VOCATIONAL ASSESSMENT**

A comprehensive evaluation process consisting of a variety of formal and informal vocational assessment procedures whose purpose is to generate information useful to career guidance and planning of job training and placements for GAIN/GROW participants.

- 2.60.1** Vocational Assessment: It is the third component in the GAIN Flow. It is the process by which a professional assessor develops an individualized employment plan intended to lead a participant to employment based on the evaluation of the participant's existing skills, education level, employment goals, vocational assessment test results and local labor market information.
- 2.60.2** Career Assessment: An assessment specifically tailored for GAIN participants working 32/35 hours per week or CalWORKs participants who have left cash assistance within the previous 12 month period due to earnings or employment and who have volunteered to receive post-employment services. Career assessment is also tailored for time-limited employable GROW participants who are single adults. During this activity, a career plan is developed to assist participants retain their current job or to help them advance within their chosen occupation with the ultimate goal of achieving self-sufficiency.
- 2.60.3** Clinical Assessment: A professional evaluation of a participant's mental health or emotional problems that may limit or preclude successful participation in a Welfare-to-Work plan.
- 2.60.4** Full Assessment: A full assessment is a one and a half day activity (no less than eight (8) hours and not more than twelve (12) hours) by which all tests need to be completed. The participant and a professional assessor develop and agree on an individualized employment plan which may lead a participant to employment based on the evaluation of the participant's existing skills, education level, employment goals, vocational assessment test results and local labor market information. Full assessments are conducted during Vocational and Career Assessments.
- 2.60.5** Partial Assessment: A partial assessment is an incomplete assessment due to minimal gathering of specific information and/or partial testing. The partial assessment shall include at minimum the following: vocational interview, interest inventories (a minimum of one), structure observation and behavior checklist, multi-aptitude test batteries (a minimum of one), work samples (optional). Partial assessments earn half the cost of a full assessment.
- 2.60.6** Reassessment: An assessment conducted by a professional assessor when a GAIN participant remains unemployed after he/she completes his/her Welfare-to-Work employment plan or when special circumstances that were not identified during the original assessment process preclude the participant from completing the employment plan activities.
- 2.60.7** Third-Party Assessment: A partial assessment conducted when the original assessor and GAIN/GROW participant are unable to reach an agreement on the participant's employment/career plan.

**2.61** **VOCATIONAL ASSESSOR**

A qualified professional responsible for conducting the Contract related assessments.

## **2.62 WELFARE FRAUD**

The willful and criminal deception intended to obtain funds from County. The most common type of fraud is the GAIN participant's failure to report his/her income. This includes earnings from employment and unearned income; e.g., child support, unemployment benefits, disability benefits, etc.

## **2.63 WELFARE-TO-WORK ACTIVITY**

The series of components that make up the Welfare-to-Work/GAIN Program. Components include but are not limited to: Orientation/Appraisal, Self-Initiated Program, Job Club/Job Search, Vocational Assessment, Post Assessment Activities and Post Employment.

## **2.64 WELFARE-TO-WORK DIVISION:**

A division within DPSS assigned the responsibility for administration of the GAIN/GROW program. This division is also responsible for the provisions of technical assistance to Contractor to ensure GAIN/GROW program requirements are met.

1. GAIN Division

2. GROW and CalFresh Division–GROW Section

## **2.65 “WORK FIRST” MESSAGE**

Welfare-to-Work program focus on moving GAIN participants rapidly into jobs.

## **2.66 WORKFORCE INVESTMENT ACT**

The Workforce Investment Act of 1998 (WIA) provides the framework for a unique national workforce preparation and employment system designed to meet the needs of the nation's businesses and the needs of job seekers and those who want to further their careers. GAIN participants are eligible for and are encouraged to utilize WIA services.

# **3.0 WORK**

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the ***Statement of Work - Exhibit A.***

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

# **4.0 TERM OF CONTRACT**

4.1 Subject to COUNTY's right to terminate earlier in whole or in part for convenience, non-appropriation of funds or defaults of Contractor, upon approval by County's Board of Supervisors, ***the term of this Contract shall be for a three-year and three month period commencing on April 1, 2013 through June 30, 2016***, subject to Amendments permitted under ***Section 8.1.*** \*

- 4.2 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3 Contractor shall notify County when this Contract is within six (6) months from the expiration date of this Contract as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County at the address herein provided in ***Exhibit D-County's Administration***.

## **5.0 CONTRACT SUM**

### **5.1 MAXIMUM CONTRACT AMOUNT**

#### **5.1.1 Management Services:**

The maximum compensation amount permitted in this Contract for Management Services is **\$1,855,750** as follows:

- 1) **Fiscal Year 2012-13 (April 1, 2013 – June 30, 2013):**  
Maximum amount of \$142,750 as follows:
  - a. GAIN and REP Management Services: \$122,500.
  - b. GROW Management Services: \$20,250.
- 2) **Fiscal Year 2013-14 (July 1, 2013 – June 30, 2014):**  
Maximum amount of \$571,000 as follows:
  - a. GAIN and REP Management Services: \$490,000.
  - b. GROW Management Services: \$81,000.
- 3) **Fiscal Year 2014-15 (July 1, 2014 - June 30, 2015):**  
Maximum amount of \$571,000 as follows:
  - a. GAIN and REP Management Services: \$490,000.
  - b. GROW Management Services: \$81,000.
- 4) **Fiscal Year 2015-16 (July 1, 2015 – June 30, 2016):**  
Maximum amount of \$571,000 as follows:
  - a. GAIN and REP Management Services: \$490,000.
  - b. GROW Management Services: \$81,000.

#### **5.1.2 Direct Services Costs:**

Direct Services Costs for GAIN/GROW and REP participants are caseload driven; therefore, there is no maximum amount for these services.

Contractor's maximum amount for Management Services is based on Contractor's budget as specified in ***Exhibit B-Contractor's Budget***.

### **5.1.3 Supplemental Nutrition Assistance Program (SNAP)**

SNAP funds are used to partially fund the GROW portion of this contract. To maintain the integrity of the Federal Fiscal Year (FFY), only costs incurred from October 1<sup>st</sup> through September 30<sup>th</sup> of each FFY, will be reimbursed for this contract period based on the contract budget, ***Exhibit B–Contractor’s Budget***.

### **5.2 NON PAYMENT OF SERVICES**

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County’s express prior written approval.

### **5.3 RECORD KEEPING SYSTEM**

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address herein provided in ***Exhibit D-County’s Administration***.

### **5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County’s right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

### **5.5 INVOICES AND PAYMENTS**

**5.5.1** The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in ***Exhibit A-Statement of Work*** and elsewhere hereunder and as provided in ***Exhibit B-Contractor’s Budget***. The Contractor shall be paid only for the tasks, deliverables, good, services and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

**5.5.2** The Contractor’s invoices shall be based on the actual cost in accordance with ***Exhibit B-Contractor’s Budget***.

**5.5.3** The Contractor's invoices shall contain the information set forth in ***Exhibit A - Statement of Work*** describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

**5.5.4** County's Approval of Invoices.

All invoices submitted by the Contractor for payment must have the written approval of the County Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval.

Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of complete and accurate invoices by the County.

**5.5.5** Management Services are reimbursed based on actual costs incurred.

5.5.5.1 Management Services shall also include the following:

***Contractor shall retain a qualified Consultant to train the Subcontracted Evaluators as needed on different aspects of Learning Disability identification, recognition, determination, and evaluation, and to perform the Learning Disabilities Diagnoses.***

The definition of "Learning Disability," for the purposes of Diagnosis under this agreement, will consist of conformance to a set of subjective criteria to be analyzed, identified and interpreted by the Diagnostician, including, but not limited to, the following guidelines:

- a) Under-achievement of an individual relative to their perceived or estimated ability to achieve.
- b) Under-achievement of an individual relative to their participation in an activity.
- c) Identification of specific cognitive weaknesses.
- d) Under-achievement is not due to any other factors, e.g. clinical depression, limited education, or any such other designated "rule-outs."
- e) Participant's test scores, including cognitive.
- f) Review of participant's Learning Disability Evaluation report, educational background and language background.

**5.5.6** Direct Services Costs are based on a fixed unit price which is caseload driven. Caseloads are determined by County and are governed by the level of available GAIN, GROW and REP funding.

**5.5.7** County shall compensate Contractor for performing Management Services hereunder, for allowable net costs incurred by Contractor in

accordance with actual costs not to exceed the Maximum Amount or the annual maximum as specified in **Section 5.1-Maximum Contract Amount**.

5.5.7.1 On a monthly basis, Contractor shall invoice 1/12th of the annual contract maximum amount payable for Management Services specified in **Section 5.1-Maximum Contract Amount**.

5.5.7.2 Contractor shall prepare and submit the monthly invoice each in an original and one (1) copy, to the CCA. Monthly invoices are due by the fifteenth (15<sup>th</sup>) calendar day of the month after the end of the month in which services were provided.

Invoice shall be similar to **Exhibit L - Sample Monthly Invoice Format** and shall indicate the costs attributed to services for GAIN, REP and GROW participants separately.

5.5.7.3 Payment to Contractor will be made monthly in arrears provided that Contractor is not in default under any provision of this Contract, and has submitted a complete and accurate statement of payment due.

5.5.7.4 Payment to the Contractor shall be only upon written approval of the invoice by the CCA or his/her designated representative. Contractor shall submit the invoice to the attention of the CCA at:

**Department of Public Social Services  
Contract Management Division (Section V)  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746-3411**

5.5.7.5 County shall review and authorize payment of an accurate invoice and will make a reasonable effort to effect payment to Contractor within thirty (30) calendar days from receipt of an invoice which is accurate as to form and content.

5.5.7.6 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging County, its officers and employees, from all liabilities, obligations, and claims arising out of Contractor's performance, under the Contract, except for any claims specifically described in detail in such release.

5.5.7.7 County may delay the last payment due hereunder until six (6) months after the termination of the Contract. Contractor shall be liable for payment on thirty (30) calendar days written notice of any offset authorized by the Contract not deducted from any payment made by the County to Contractor.

5.5.7.8 County shall have no requirement for payment other than as set forth in this Contract.

5.5.7.9 Contractor shall provide a quarterly written reconciliation invoice of actual costs within thirty (30) calendar days after the end of each quarter. For this Contract, the first quarterly

reconciliation shall be for April 2013 through June 2013, and shall be submitted to County no later than July 31, 2013. County shall not make monthly payments for the month in which a reconciliation invoice is due, until the reconciliation invoice has been received and processed by COUNTY.

- 5.5.7.10 For all reconciliations Contractor shall use a quarterly invoice similar to ***Exhibit M Sample Quarterly Reconciliation Invoice Format***. The invoice shall indicate actual costs for Management Services for GAIN, GROW and REP participants separately. The invoice shall include an attachment with expenditures broken into the following major cost categories: classified salaries, certified salaries, fringe benefits, supplies, contract and other services, equipment, indirect costs, and any other information found necessary by Contractor and/or County.
- 5.5.7.11 If the quarterly reconciliation finds that County's dollar liability was more than payments made by the County to Contractor, or that County's dollar liability for such services is less than payments made by County to the Contractor, then County shall either credit or deduct the difference against future payments hereunder to Contractor.
- 5.5.7.12 The County shall not be liable for billings submitted one year after the date services were provided.

**5.5.8** COUNTY shall compensate Subcontractors (Assessors) directly for performing GAIN, GROW and REP Vocational Assessments services hereunder, for costs incurred in accordance with the Subcontracts, based on the fixed unit price specified below:

- 5.5.8.1 The Subcontractors shall be paid \$220 per Full Assessment completed. An assessment is considered completed when it results in the development of an employment plan.
- 5.5.8.2 The Subcontractors shall be paid \$110 per Partial Assessment, reassessment or reevaluation completed. An assessment is considered partial when a Full Assessment is not completed due to minimal gathering of specific information and/or testing. Third-Party assessment is considered a Partial Assessment.
- 5.5.8.3 Compensation for GAIN and REP Vocational Assessments shall be requested and processed as follows:
  - A)** For GAIN and REP Vocational Assessments, upon completion of the Assessment, Subcontractors shall E-Mail Employment Plans to the case-carrying GAIN Services Workers (GSWs) or REP Case Managers with a copy to the GAIN or REP Regional Vocational Assessment Liaison.
  - B)** An invoice to Subcontractors will be generated by County's GEARS computer system. Subcontractors shall validate and return completed invoices within fifteen (15) calendar days of receipt to:

**GAIN FISCAL SERVICES  
P.O. BOX 761127  
Los Angeles, CA 90076**

- C) In the event that an invoice is returned to the Subcontractors for correction, Subcontractors shall return the corrected invoice to the COUNTY within ten (10) calendar days.

5.5.8.4 Compensation for GROW Vocational Assessments shall be requested and processed as follows:

- A) Subcontractors shall submit invoices to Contractor on a weekly basis.
- B) Contractor shall validate invoices against County's GROW computer system, batch invoices monthly and submit to County for payment. Each Subcontractor's invoice shall be submitted with a summary sheet showing the name of the participant, the case number, the date(s) service was provided, whether the Assessment is a Full or Partial Assessment and the amount being invoiced. Subcontractors' invoices shall be submitted to County by the 15<sup>th</sup> of each month for the previous month's assessments. Invoices shall be submitted to the attention of the CCA as follows:

**Department of Public Social Services  
Contract Management Division (Section V)  
12900 Crossroads Parkway South - 2<sup>nd</sup> Floor  
City of Industry, CA 91746-3411**

- C) County will make reasonable effort to make payment within thirty (30) calendar days after CCA receipt and approval of the Subcontractor's validated invoices. County may delay last payment for three (3) months after termination of the Subcontract.
- D) County will work with Contractor to resolve Subcontractor's payment problems; e.g., incorrect amount on invoice or warrant, past due invoices or warrants, etc.
- E) Contractor shall require Subcontractors to utilize any available funding source other than GAIN, GROW or REP funds, where applicable, before requesting payment of GAIN, GROW or REP funds under this Contract.

**5.5.9** County shall compensate Subcontractors directly for performing Learning Disabilities Evaluations for GAIN and REP participants based on the fixed prices specified below:

5.5.9.1 The Subcontractors shall be paid \$600 per Learning Disabilities Evaluation completed, when GEARS is updated with pertinent information and Learning Disability Report returned to County. This amount includes any additional costs that may be incurred by the use of a specialist to identify

accommodations needed by a participant to participate in Welfare-to-Work activities.

5.5.9.2 The Subcontractor shall be paid \$300 per Partially Completed Learning Disabilities Evaluation, to be defined as follows: if the participant completes at least two (2) tests, the initial interview and the orientation during the first (1<sup>st</sup>) day, the Subcontractor will be paid a partial LD completion fee of \$300.

5.5.9.3 The fixed fees for Learning Disability Evaluations and Partially Completed Learning Disability Evaluations maybe reduced at any time without prior notice in the event that the County, at its sole discretion determines that the annual cost for Learning Disability Evaluations may exceed \$250,000. The County will direct LACOE to notify the subcontractors of the reduced fixed fees.

5.5.9.4 Compensation for Learning Disabilities Evaluations shall be requested and processed as follows:

A) For GAIN and REP Learning Disabilities Evaluations, upon completion of the Evaluation, Subcontractors shall immediately update the GEARS MTEI screen and E-Mail Employment Plans to the case-carrying GAIN Services Workers (GSWs) or REP Case Managers with a cc to the GAIN or REP Regional Learning Disabilities Evaluations Liaison.

B) An invoice to Subcontractors will be generated by County's GEARS computer system. Subcontractors shall validate and return completed invoices within fifteen (15) calendar days of receipt to:

**GAIN FISCAL SERVICES  
P.O. BOX 761127  
Los Angeles, CA 90076**

C) In the event that an invoice is returned to the Subcontractors for correction, Subcontractors shall return the corrected invoice to the County within ten (10) calendar days.

**5.5.10** Subcontractors shall provide to Contractor a monthly written reconciliation of direct services provided to invoices received and payments received as follows:

5.5.10.1 Subcontractors shall reconcile their invoices to the services provided monthly and shall use the format created by Contractor and approved by County to submit claims for any unpaid services provided during a report month to Contractor for review by the end of the following month. (Example: If the report month is January 2013, Subcontractors shall send all unpaid claims for January 2013 to Contractor by February 28, 2013). All unpaid claims have to be listed by Participant Name in alphabetical order, by GAIN, GROW or REP Region and by Subcontractor. Before sending the unpaid claims lists to Contractor, Subcontractors shall attempt to

resolve the problems first with the respective GAIN, GROW or REP Regions.

- 5.5.10.2 Upon receipt of the Subcontractors' claims, Contractor shall attempt to resolve the problems first with the Subcontractors and the respective GAIN, GROW or REP Regions.
- 5.5.10.3 If unable to resolve the problems, Contractor shall forward the claims to County (DPSS Contract Management Division) for review and processing on a monthly basis and two (2) months after the end of the report month. (Example: If the report month is January 2013, Contractor shall send lists of unpaid claims for this report month to County by March 31, 2013).
- 5.5.10.4 When submitting the unpaid claims lists to County, Contractor shall provide the following back-up documentation:
  - 1) A copy of the GN 6006 (Referral Form) for each unpaid claim.
  - 2) For a Full Vocational/Career Assessment, the Employment Plan signed by participant and assessor.
  - 3) For a Partial Vocational/Career Assessment, the Partial Assessment Memo.
  - 4) For Learning Disability Evaluation, Contractor shall attach the following:
    - a) Participant copy of the Evaluation which includes the employment goals.
    - b) The signature page of the Evaluation containing both assessor and participant' signatures.
    - c) A copy of the MTEI GEARS screen to verify that it was successfully updated by the Subcontractors.
- 5.5.10.5 Any unpaid claims submitted after the deadline will not be accepted unless supporting documentation is provided which justifies the delay.

For this Contract, the first monthly reconciliation shall be for April 2013 and shall be submitted to Contractor by Subcontractors no later than May 31, 2013. Contractor shall then submit the list of remaining unresolved unpaid claims for April 2013, to County no later than June 30, 2013.

- 5.5.11 Contractor shall advise County in writing of any substantive deviations or reallocation of line item costs from Contractor's Budget. Contractor may, with County's approval, reallocate funds among each of the major cost categories, excluding the Direct Services Costs, listed in **Exhibit B-Contractor's Budget** and Employee Benefits, to a maximum of 15 percent of each part, not to exceed the total Contract amount. Reallocation of funds by Contractor by more than fifteen (15) percent between the major cost categories requires written approval of the Director or designee.

## 6.0 **ADMINISTRATION OF CONTRACT – COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following **Sections** are designated in ***Exhibit D-County's Administration***. The County shall notify the Contractor in writing of any changes in the names or addresses shown.

#### 6.1 **COUNTY CONTRACT MANAGER**

Responsibilities of the County Contract Manager include:

- 1) Ensuring that the objectives of this Contract are met;
- 2) Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- 3) Negotiating with Contractor on changes in service requirements pursuant to the Contract ***Part 8.0 Standard Terms and Conditions, Section 8.1-Amendments and Changes of Terms.***

#### 6.2 **COUNTY CONTRACT ADMINISTRATOR (CCA)**

The responsibilities of the County Contract Administrator (CCA) include:

- 1) Overseeing the day-to-day administration of this Contract;
- 2) Providing direction to the Contractor in areas relating to policy, procedural requirements, service performance requirements, and information pertaining to the Contract;
- 3) Meeting with the Contractor Manager on a regular basis;
- 4) Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor;
- 5) Informing the Contractor of the name, address and telephone number of the CCA in writing, at the time of Contract is awarded, and at any time thereafter a change of CCA is made.

The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

#### 6.3 **COUNTY CONTRACT PROGRAM MONITOR (CPM)**

The County Contract Program Monitor (CPM) is responsible for the quality monitoring of Contractor's performance. The CPM reports to the CCA.

The CPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 CONTRACTOR MANAGER**

**7.1.1** Contractor Manager is designated in ***Exhibit E - Contractor's Administration***. The Contractor shall notify the County in writing of any change in the name or address of the Contractor Manager.

**7.1.2** Contractor Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with CCA and CPM on a regular basis.

### **7.2 APPROVAL OF CONTRACTOR'S STAFF**

County has the absolute right to approve or disapprove all of Contractor staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor Manager.

**7.2.1** The Contractor Manager and any alternate shall be identified in writing prior to the Contract start date and at any time thereafter a change of Contractor Manager is made.

**7.2.2** The Contractor Manager is not authorized to make any changes in the Terms and Conditions of the Contract and is not authorized to obligate Contractor to DPSS in any way whatsoever.

### **7.3 OTHER CONTRACTOR STAFFING**

The Contractor shall provide staff with background, experience and expertise to provide the services required in the Statement of Work.

### **7.4 CONTRACTOR'S STAFF IDENTIFICATION**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

All Contractor staff are expected to exhibit professional behavior at all times while performing services under this Contract. Failure to do so is grounds for County to request Contractor to immediately remove such staff from working on this Contract.

### **7.5 BACKGROUND AND SECURITY INVESTIGATIONS**

**7.5.1** All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. Contractor shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The background check shall, at a minimum, meet the requirements of ***Subsections 7.5.2, 7.5.3 and 7.5.4***. The fees associated with obtaining the background information shall be at the

expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

**7.5.2** Contractor shall be responsible for ensuring that Contractor staff working on this Contract have no convictions for the following offenses:

- Blackmail;
- Bribery;
- Burglary;
- Crimes Against Children and Elders;
- Embezzlement, including theft of public funds;
- Extortion;
- Falsification of Financial Statements and/or Public Records;
- Forgery;
- Grand Theft;
- Mass Murder;
- Rape, including Sexual Battery;
- Robbery;
- Sale of Narcotics and/or Dangerous Drugs (includes intent to sell); and
- Welfare fraud

**7.5.3** Contractor shall verify the above by conducting background checks via Live Scan or another method which includes at a minimum the following searches:

- U.S. Criminal Records Search;
- County and/or Statewide Criminal Record Search;
- Federal Criminal Record Search;
- Driving Record Search; and
- Sex Offender Database Search

If a method other than Live Scan is used, the background check shall be conducted prior to working on this Contract, upon promotion and no less frequently than every three (3) years.

**7.5.4** Contractor staff working on this Contract shall complete and sign ***Exhibit T, Criminal Conviction Information Notice and Certification*** prior to working on this Contract, upon promotion and no less frequently than every three (3) years.

**7.5.5** Contractor shall notify County immediately of convictions of Contractor staff working on this Contract for any of the offences listed in ***Subsection 7.5.2***. County may request that the Contractor's staff who is subsequently convicted of the crimes listed in ***Subsection 7.5.2*** be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

**7.5.6** County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

- 7.5.7 Disqualification, if any, of the Contractor's staff, pursuant to this **Section 7.5**, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## 7.6 **CONFIDENTIALITY**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this **Section 7.6**, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this **Section 7.6** shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so.

Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor performing services covered by this Contract shall sign and adhere to the provisions of the **"Contractor Acknowledgment and Confidentiality Agreement" - Exhibit F1.**
- 7.6.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the **"Contractor Employee Acknowledgment and Confidentiality Agreement" - Exhibit F2.**
- 7.6.6 Contractor shall cause each non-employee (including Subcontractors) performing services covered by this Contract to sign and adhere to the provisions of the **"Contractor Non-Employee Acknowledgment and Confidentiality Agreement" - Exhibit F3.**

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS AND CHANGES OF TERMS**

- 8.1.1 County reserves the right to initiate Change Notices that do not affect the scope of work, term, contract sum, or payments included in the Contract. All such Change Notices shall be prepared and executed by the Contractor and by the DPSS Director or designee.
- 8.1.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and the DPSS Director or designee.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director or designee.
- 8.1.4 The DPSS Director or designee may prepare and sign amendments to the Contract without further action by the County Board of Supervisors under the following conditions:
  - 8.1.4.1 Amendments shall be in compliance with applicable County, State and Federal regulations.
  - 8.1.4.2 DPSS Director or designee, may without further action by County's Board of Supervisors prepare and sign amendments to this Contract which increase or decrease payments to Contractor which are commensurate with increases or decreases in the units of service being provided under this Contract under the following conditions:
    - 1. Per fiscal year, County's total payments to Contractor shall not increase or decrease by more than ten percent of the fiscal year budget; and
    - 2. The aggregate shall not exceed ten percent above the original contract amount during the term of this contract.
  - 8.1.4.3 DPSS shall obtain the approval of County Counsel and CEO for an amendment to this Contract.
  - 8.1.4.4 The County Board of Supervisors and the State of California have appropriated sufficient funds.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this **Section 8.2**, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence,

the Contractor shall continue to provide all of the services set forth in this Contract.

## **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1** Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5** The Contractor shall preliminarily investigate all complaints and notify the County Contract Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7** Copies of all written responses shall be sent to the County Contract Manager within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this **Section 8.6** shall be conducted by Contractor and performed by Counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to

provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own Counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

- 8.7.1** The Contractor hereby assures that it will comply with ***Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act (ADA) of 1975, the Food Stamp Act of 1977, the Americans with Disability Act of 1990, WIC Section 1000, California Department of Social Services Manual of Policies and Procedures, Division 21, 42 USC Sections 2000 (e) (1) through 2000 (e) (17)*** and other applicable federal and State laws to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement, no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.7.2** The Contractor shall sign and adhere to the “**Contractor’s Non-Discrimination in Service Certification**” (**Exhibit J**) and “**Contractor’s EEO Certification.**”(Exhibit C).
- 8.7.3** In addition, Contractor shall abide by all provisions contained in ***the Civil Rights Training Handbook***. The Civil Rights Training Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the federal Office for Civil Rights of the Department of Health and Human Services, incorporates the Civil Rights requirements of the Agreement along with all other mandated federal and State requirements that must be adhered to by County, its Contractors and Sub-Contractors. They include, but are not limited to the following:
- a)** Ensuring that public contact staff attend the mandatory County provided Civil Rights training. As a follow-up to the Civil Rights training, Contractor shall submit a report (**Exhibit Q2**) to the CCA indicating the number of staff who attended the training and the date of the training. A copy of the Civil Rights Training Handbook may be obtained by contacting the CCA;
  - b)** Effectively identifying the participant’s designated/preferred language. This can be accomplished by using the County ***Language Designation Form (PA 481)*** or similar form Contractor already has in place. (Note: Similar forms that Contractor uses must be forwarded to County for clearance);
  - c)** Ensuring that notices sent to participants are in their respective designated/preferred language;

- d) Providing interpreters so that County can ensure meaningful access to services for all participants;
- e) Maintaining records that include any Civil Rights related correspondence pertaining to participants, and documenting in the records whether language services and Age Discrimination Act (ADA) accommodations were provided;
- f) Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log;
- g) Collecting data necessary to monitor compliance with Civil Rights requirements;
- h) All contracts and Memorandums of Understanding (MOUs) must contain a provision that the Contractor develops and operates procedures for receiving and responding to Civil Rights complaints. Attached is a guide that may be used by Contractor entitled “**Civil Rights Complaint Flowchart Contractor Process**” (**Exhibit Q3**). Additionally, the following requirements must be met regarding the complaint process:
  - 1. Contractor must provide and, if requested, assist participants with completing a Complaint of Discriminatory Treatment form (**PA 607, Exhibit Q4**) in the participant's designated or preferred language;
  - 2. Contractor must maintain a log of Civil Rights complaints;
  - 3. Contractor must designate a Contractor Manager (CM) to act as a Civil Rights Liaison (CRL) between the contracted agency and the CCA; and
  - 4. Contractor must ensure that the designated CM/CRL forward **PA 607s** to the CCA within two business days; who in turn must immediately forward **PA 607s** to CRS for investigation.

**Note:** In processing Civil Rights complaints, CM/CRLs should not attempt to conduct an investigation. All Civil Rights investigations are handled strictly by the CRS staff.

## 8.8 **COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### 8.8.1 **Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in **Sections 2.203.010 through 2.203.090** of the Los Angeles County Code, a copy of which is attached as **Exhibit G** and incorporated by reference into and made a part of this Contract.

### 8.8.2 **Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (**Section 2.203.020 of the County Code**) or that the Contractor qualifies for an exception to the Jury Service Program (**Section 2.203.070 of the County Code**), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.
2. For purposes of this **Section**, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: **a)** the lesser number is a recognized industry standard as determined by the County, or **b)** Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this **Section 8.8**. The provisions of this **Sub-Section 8.8.2** shall be inserted into any such Subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that the Contractor demonstrates to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this **Section 8.8** of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this **Section 8.9** shall be a material breach of this Contract.

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

- 8.11.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. However, Contractor is only bound by this **Section 8.11** to the extent that this **Section 8.11** does not contradict State law, a preexisting Collective Bargaining Agreement or Contractor's Personnel Commission requirements.
- 8.11.2** In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible CONTRACTOR**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with ***Chapter 2.202 of the County Code***, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: **(1)** violated a term of a contract with the County or a nonprofit corporation created by the County, **(2)** committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, **(3)** committed an act or offense which indicates a lack of business integrity or business honesty, or **(4)** made or submitted a false claim against the County or any other public entity.

### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: **(1)** elimination of the grounds for which the debarment was imposed; **(2)** a bona fide change in ownership or management; **(3)** material evidence discovered after debarment was imposed; or **(4)** any other reason that is in the best interest of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where **(1)** the Contractor has been debarred for a period longer than five (5) years; **(2)** the debarment has been in effect for at least five (5) years; and **(3)** the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its

Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**8.14.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**8.14.2** As required by the County's Child Support Compliance Program (***County Code Chapter 2.200***) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the ***Federal Social Security Act (42 USC Section 653a)*** and ***California Unemployment Insurance Code Section 1088.5***, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to ***Code of Civil Procedure Section 706.031 and Family Code Section 5246(b)***.

**8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

**8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

**8.16.1** The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.

**8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.17.1** The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, ***the Immigration Reform and Control Act of 1986, (P.L. 99-603)***, or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2** The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to **Section 8.1**, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 FISCAL ACCOUNTABILITY**

### Fiscal Policies/Procedures

The Contractor shall be required to adhere to strict fiscal and accounting standards and must comply with *Title 29 Code of Federal Regulation (CFR) Part 97 - Uniform Administrative Requirements for State and Local governments and the applicable Office of Management and Budget (OMB) Circular(s), which may include but is not limited to, the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-profit Organizations, OMB Circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB Circular A-133 for Audits of State,*

*Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of higher education, hospitals and other non-profit organizations.*

## **8.21 FORCE MAJEURE**

- 8.21.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this *Contract*, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this ***Sub-Section 8.21.1*** as "force majeure events").
- 8.21.2** Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this ***Section 8.21***, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.21.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.22 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense and shall require all of its Subcontractors to maintain insurance coverage satisfying the requirements specified in ***Sections 8.22 and 8.25*** of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.22.1 Evidence of Coverage and Notice to County**

- 1) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- 2) Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- 3) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- 4) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to the attention of the CCA at:

**Department of Public Social Services  
Contract Management Division (Section V)  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746-3411**

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.22.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications

herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.22.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change in the Required Insurance. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.22.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.22.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.22.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.22.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.22.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insured under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.22.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.22.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.22.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.22.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.22.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.22.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

**8.22.15 Notification of Incidents, Claims or Suits: Contractor shall report to the County:**

- 1) Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- 2) Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- 3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- 4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

**8.22.16 Compensation for County Costs:**

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

**8.23 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**8.24 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence Contractor or willful misconduct of the County Indemnitees.

**8.25 INDEPENDENT CONTRACTOR STATUS**

**8.25.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of

one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.25.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.25.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.25.4** The Contractor shall adhere to the provisions stated in **Section 7.6-Confidentiality**.

## **8.26 INSURANCE COVERAGE**

- 8.26.1 Commercial General Liability** insurance (providing scope of coverage equivalent to **ISO policy form CG 00 01**, naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 8.26.2 Automobile Liability** insurance (providing scope of coverage equivalent to **ISO policy form CA 00 01** with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.26.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to **ISO policy form WC 00 03 01 A** naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

#### **8.26.4 Unique Insurance Coverage**

##### **a) Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

##### **b) Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

##### **c) Property Coverage**

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (***ISO policy form CP 10 30***) **form**. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

##### **d) Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$25,000.00 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

## **8.27 LIQUIDATED DAMAGES**

- 8.27.1** If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.27.2** If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee may:
- (a)** Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b)** Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is specified in the ***Performance Requirements Summary (PRS) Chart***, as defined in ***Technical Exhibit 1***, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor and/or
  - (c)** Upon giving five (5) calendar days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.27.3** The action noted in ***Sub-Section 8.26.2*** shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.27.4** This ***Sub-Section 8.27.4*** shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or ***Sub-Section 8.26.2***, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.28 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.29.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 8.29.2** The Contractor shall certify to, and comply with, the provisions of ***Exhibit C-Contractor's EEO Certification***.
- 8.29.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.29.4** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.29.5** The Contractor certifies and agrees that, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this **Section 8.29** when so requested by the County.
- 8.29.7** If the County finds that any provisions of this **Section 8.29** have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment

Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.29.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.30 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.31 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.32 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Manager is not able to resolve the dispute, the **Department's Director** or designee shall resolve it.

**8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in **Exhibit N, Internal Revenue Service Notice No. 1015**.

**8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in **Exhibit H** of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.35 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the

parties as identified in ***Exhibit D - County's Administration and Exhibit E - Contractor's Administration***. Addresses may be changed by either party giving ten (10) calendar days' prior written notice thereof to the other party. The ***Department Head or her designee*** shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

#### **8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **8.37 PUBLIC RECORDS ACT**

**8.37.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to ***Section 8.39-Record Retention and Inspection/Audit Settlement*** of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**8.37.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **8.38 PUBLICITY**

**8.38.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- a)** The Contractor shall develop all publicity material in a professional manner; and
- b)** During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of

the County Contract Manager. The County shall not unreasonably withhold written consent.

- 8.38.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this **Section** shall apply.

#### **8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Cooperative Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Cooperative Agreement. The Contractor agrees that any State or federal agencies and the County, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Cooperative Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Cooperative Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.39.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) calendar days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.39.2** Failure on the part of the Contractor to comply with any of the provisions of this **Section 8.39** shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.39.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: **a)** repaid by the Contractor to the County by cash payment upon demand or **b)** at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash

payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### **8.40 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **8.41 SPARTA PROGRAM**

A County program, known as "SPARTA" (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams Insurance Services, Inc. For additional information, a Proposer may call (800) 420-0555 or contact them through their web-address: [www.2sparta.com](http://www.2sparta.com).

#### **8.42 SUBCONTRACTING**

**8.42.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**8.42.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- a)** A description of the work to be performed by the Subcontractor;
- b)** A draft copy of the Proposed Subcontract; and
- c)** Other pertinent information and/or certifications requested by the County.

**8.42.3** The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

**8.42.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's Proposed Subcontract.

**8.42.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County's right.

**8.42.6** The County Contract Manager is authorized to act for and on behalf of the County with respect to approval of any Subcontract and Subcontractor employees. After approval of the Subcontract by the

County, Contractor shall forward a fully executed Subcontract to the County for their files.

- 8.42.7** Except for payments for vocational assessments and learning disability evaluations, which shall be paid by County to the Subcontractors, the Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.42.8** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the attention of the CCA at:

**Department of Public Social Services  
Contract Management Division (Section V)  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746-3411**

before any Subcontractor employee may perform any work hereunder.

**8.43 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in ***Section 8.14-Contractor's Warranty of Adherence to County's Child Support Compliance Program***, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to ***Section 8.46-Termination for Default*** and pursue debarment of the Contractor, pursuant to ***County Code Chapter 2.202***.

**8.44 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in ***Section 8.54 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program"*** shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to ***County Code Chapter 2.206***.

**8.45 TERMINATION FOR CONVENIENCE**

- 8.45.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after the notice is sent.

**8.45.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- 1) Stop work under this Contract on the date and to the extent specified in such notice, and
- 2) Complete performance of such part of the work as shall not have been terminated by such notice.

**8.45.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with **Section 8.39-Record Retention & Inspection/Audit Settlement**.

#### **8.46 TERMINATION FOR DEFAULT**

**8.46.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Contract Manager:

- 1) Contractor has materially breached this Contract; or
- 2) Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 3) Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.46.2** In the event that the County terminates this Contract in whole or in part as provided in **Sub-Section 8.46.1**, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this **Sub-Section 8.46.2**.

**8.46.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in **Sub-Section 8.46.2** if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable

for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this **Sub-Section 8.46.3**, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

**8.46.4** If, after the County has given notice of termination under the provisions of this **Section 8.46**, it is determined by the County that the Contractor was not in default under the provisions of this **Section 8.46**, or that the default was excusable under the provisions of **Sub-Section 8.46.3**, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to **Section 8.45-Termination for Convenience**.

**8.46.5** The rights and remedies of the County provided in this **Section 8.46** shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.47 TERMINATION FOR IMPROPER CONSIDERATION**

**8.47.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**8.47.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

**8.47.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.48 TERMINATION FOR INSOLVENCY**

**8.48.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

1) Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

2) The filing of a voluntary or involuntary petition regarding the

Contractor under the Federal Bankruptcy Code;

- 3) The appointment of a Receiver or Trustee for the Contractor; or
- 4) The execution by the Contractor of a general assignment for the benefit of creditors.

**8.48.2** The rights and remedies of the County provided in this **Section 8.48** shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.49 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in **County Code Section 2.160.010** retained by the Contractor shall fully comply with the County's Lobbyist Ordinance, **County Code Chapter 2.160**. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.50 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30, of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.51 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.52 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this **Section 8.52** shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.53 WARRANTY AGAINST CONTINGENT FEES**

**8.52.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**8.52.2** For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**8.54 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with ***Los Angeles County Code Chapter 2.206***.

**9.0 UNIQUE TERMS AND CONDITIONS**

**9.1 CHILD/ELDER ABUSE/FRAUD REPORTING**

Contractor staff working on this Contract shall comply with ***California Penal Code (hereinafter "PC") Section 11164 et seq.*** and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the ***PC Sections 11166 and 11167***.

Contractor staff working on this Contract shall comply with ***California Welfare and Institutions Code (WIC), Section 15600 et seq.*** and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the ***WIC Sections 15630, 15633 and 15633.5***. Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

**9.2 COMPLIANCE WITH LAWS**

**9.2.1** CONTRACTOR agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures

3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}
10. Various State regulations and releases listed on several attached Exhibits.
11. Contractor certifies that he/she and his/her principals are not debarred or suspended from federal financial assistance programs or activities.

**9.2.2** Contractor shall maintain all licenses required to perform the Contract.

**9.2.3** Contractor shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Contractor of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

### **9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. ***The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919)*** increased Charitable Purposes Act requirements. By requiring Contractors to complete the ***Charitable Contributions Certification, Exhibit S***, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (***County Code Chapter 2.202***).

### **9.4 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in **Exhibit R** in order to provide those services. The County and the Contractor therefore agree to the terms of **Exhibit R**, Contractor's Obligations As a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Care Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

## **9.5 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

**9.5.1** This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

**9.5.2** The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

**9.5.3** The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

**9.5.4** If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in **Subdivision (1)**, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

## 9.6 **SHRED DOCUMENTS**

Contractor shall ensure that all confidential documents/papers, as defined under State law (including but not limited to ***Welfare & Institution Code Sections 10850, 17006***) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled “shred” until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with ***Section 8.39-Record Retention & Inspection/Audit Settlement*** of this Contract are to be maintained for a period of five (5) years.

## 9.7 **TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

**9.7.1** This Contract is subject to the provisions of the County’s ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

**9.7.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

**9.7.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

**9.7.4** If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County’s costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in **Subdivision (1)**, be assessed a penalty in an amount of not more than **10 percent (10%)** of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services thereof, on the dates indicated below.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Sheryl L. Spiller, Director  
Department of Public Social Services

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

John Krattli  
**COUNTY COUNSEL**

By \_\_\_\_\_  
Melinda White-Svec  
Deputy County Counsel

\_\_\_\_\_  
Date

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

By \_\_\_\_\_  
Dr. Arturo Delgado or Patricia Smith  
Assistant Superintendent  
Business Services

\_\_\_\_\_  
Date

**EXHIBIT A**  
**STATEMENT OF WORK**  
**AND**  
**TECHNICAL EXHIBITS**

## EXHIBIT A

### STATEMENT OF WORK AND TECHNICAL EXHIBITS

#### TABLE OF CONTENTS

<u>SECTION TITLE</u>	<u>Page No.</u>
<b>PREAMBLE.....</b>	<b>62</b>
<b>1 GENERAL.....</b>	<b>63</b>
1.1 Scope of Work .....	63
1.2 Quality Control.....	63
1.3 Subcontract Monitoring .....	63
1.4 Quality Assurance.....	64
1.5 Government Observations .....	65
1.6 Attendance at and Notice of Meetings .....	65
1.7 Communication.....	65
1.8 Hours of Operation .....	65
<b>2 COUNTY FURNISHED ITEMS.....</b>	<b>67</b>
2.1 Equipment.....	67
2.2 Maintenance Repair and Replacement.....	67
2.3 Material .....	67
2.4 Service.....	68
<b>3 CONTRACTOR FURNISHED ITEMS .....</b>	<b>69</b>
3.1 Facilities.....	69
3.2 Equipment and Supplies .....	69
3.3 Services .....	69
3.4 Materials .....	69
3.5 Maintenance Repairs and Replacement.....	69
<b>4 SPECIFIC TASKS.....</b>	<b>70</b>
4.1 Management Services .....	70
4.2 Intermediary Functions .....	70
4.3 Vocational/Career Assessment Services Requirements.....	73
4.4 Learning Disabilities Evaluation Services Requirements .....	84
4.5 Learning Disabilities Diagnosis Services Requirements .....	87
4.6 Performance Measures.....	87
<b><u>TECHNICAL EXHIBITS</u></b>	
<b>1. Performance Requirement Summary .....</b>	<b>91</b>
<b>2. Contract Discrepancy Report.....</b>	<b>109</b>
<b>3. GAIN/GROW/REP Contractor Civil Rights.....</b>	<b>111</b>
Complaint Activity Report	
<b>4. Monthly Management Report .....</b>	<b>114</b>
<b>5. GAIN/GROW/REP Participant Assessment Questionnaire .....</b>	<b>117</b>

## **PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: **1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.**

These shared values are encompassed in the County Strategic Plan's five Goals: **1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety.** Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

# EXHIBIT A

## STATEMENT OF WORK

### 1. GENERAL

#### 1.1 Scope of Work

Contractor shall provide all management/administrative services necessary for provision of vocational/career assessments for GAIN, REP and GROW participants and for Learning Disabilities Services for GAIN and REP participants. Learning Disabilities Services shall be structured according to a two-tier system consisting of: a) TIER I: Evaluations With and Without Accommodations; b) TIER II: Learning Disabilities Diagnosis.

These services shall include, but are not limited to, continuous development and maintenance of a current inventory of individual assessors, evaluators and diagnosticians (direct service providers) via subcontracts with private and/or public firms/agencies, training and monitoring of Contractor and/or Subcontractor personnel, submission of required reports, invoicing, support resolution of Subcontractor invoice problems, and provision of a liaison to work with the County and direct service providers.

#### 1.2 Quality Control

Contractor shall establish and maintain a County-approved Quality Control system, which is Contractor's internal inspection and review of Intermediary Contractor's services, as specified in ***Technical Exhibit 1 - Performance Requirements Summary***. Under this system Contractor, at a minimum, will do the following:

- 1.2.1 Ensure that all Contractor reports provide acceptable data as required by this Agreement.
- 1.2.2 Provide assurance that Contractor is in compliance with the provisions of this Contract.
- 1.2.3 Maintain a file of the results of all quality control efforts and all corrective actions.
- 1.2.4 Contractor shall use a Participant Questionnaire in a format approved by the County to obtain feedback on the GAIN/GROW/REP Assessment, Learning Disability Evaluation and Diagnosis process. Contractor shall send a summary of the responses to the Participant Questionnaire to County as part of the monthly management report. Contractor shall also resolve any problems reported on the Participant Questionnaire.

#### 1.3 Subcontract Monitoring

Contractor shall monitor assessment and learning disabilities evaluations and learning disabilities diagnosis service providers for contract compliance and quality of services. Contractor shall develop and submit, within twenty (20) business days after the diagnosis design and procedures are approved by County, its Subcontractor monitoring plan for County's approval. All changes to the approved monitoring plan shall be submitted to County for approval before such changes are implemented by Contractor. Contractor shall also be responsible for notifying any subcontracted learning disabilities specialists that they must be available to attend any State Hearings requested by participants, if necessary.

- 1.3.1 Contractor shall utilize the following monitoring methods on a quarterly basis:

- Random sampling
- 100% review
- User Complaints
- Review of participant service reports (File Review)
- On-site observation of Job Club and Community Sites
- Participant surveys, and/or
- Information, reports or data which may be provided by County.

**1.3.2** At a minimum, Contractor shall monitor all Subcontractors at all Job Club and Community Sites at least once each quarter. All new Subcontractors shall be monitored on a monthly basis for the first six (6) months. After that, if Subcontractors' performances are acceptable, monitoring can be reduced to a quarterly basis. Subcontractors who have exceeded the allowable error rate set forth in the approved monitoring plan shall be monitored monthly until their performance is within the allowable error rate for three (3) consecutive months, after which monitoring may be reduced to a quarterly basis.

All learning disabilities services shall be monitored monthly for the first three (3) months of this Contract. After that, if Subcontractors' performances are acceptable, monitoring can be reduced to a quarterly basis. Subcontractors who have exceeded the allowable error rate set forth in the approved monitoring plan shall be monitored monthly until their performance is within the allowable error rate for three (3) consecutive months, after which monitoring may be reduced to a quarterly basis.

- 1.3.2.1 Contractor shall maintain the results of all monitoring efforts and all corrective actions taken.
- 1.3.2.2 Contractor shall provide a quarterly report of monitoring results to County Contract Administrator (CCA), for all Subcontractors.
- 1.3.2.3 Contractor shall submit a monthly monitoring report for GAIN/GROW/REP to CCA by the 25<sup>th</sup> calendar day of each month. The report shall include a summary of all monitoring findings of Subcontractors and shall include a summary of all corrective actions planned and/or taken to correct substandard performances identified during the monitoring process.

#### **1.4 Quality Assurance**

**1.4.1** County shall monitor the Contractor's performance under this Contract using the quality assurance procedures specified in the Performance Requirement Summary, or any other such procedures as may be necessary to ascertain that the Contractor is in compliance with this contract.

**1.4.2** Performance evaluation meetings shall be held jointly by County and the Contractor Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report is issued, a meeting shall be held within five (5) business days, or sooner, at the discretion of the CCA.

#### **1.4.3 Contract Discrepancy Reports**

Verbal notification of a Contract Discrepancy will be made to the Contractor Manager or alternate as soon as possible whenever a Contract Discrepancy is identified. When possible, the problem shall be immediately resolved by the Contractor Manager.

The CCA will determine whether a formal **Contract Discrepancy Report** (see **Technical Exhibit 2**) shall be issued.

If a Contract Discrepancy Report is issued, it will be hand delivered or mailed via U.S. Mail to the Contractor Manager or alternate.

Upon receipt of this document, Contractor is required to respond in writing to the CCA within ten (10) business days, acknowledging the reported discrepancies or presenting contrary evidence, and presenting a program for immediate correction of all failures of performance identified in the Contract Discrepancy Report.

- 1.4.4** The minutes of all Performance Evaluation Meetings shall be prepared by the CCA and signed by the Contractor Manager and CCA. Should the Contractor Manager not concur with the minutes, he/she shall submit a written statement to the CCA, within ten (10) business days from the date of receipt of the signed minutes. Failure to do so shall result in the acceptance of the minutes as written. Should the CCA disagree with the Contractor Manager's timely written response, any disagreement shall be taken up to the next level in the chain of command.

## **1.5 Government Observations**

Federal, State and/or County personnel, in addition to departmental contracting staff, may observe performance, activities, and documents under this Contract at any time during normal working hours. However, personnel may not unreasonably interfere with Contractor's performance.

## **1.6 Attendance at and Notice of Meetings**

Contractor shall have appropriate levels of staff attend all meetings requested by County. County will notify Contractor of the need to attend such meetings five (5) business days in advance of each meeting. Contractor may request meetings with County as needed with five (5) business days' advance notice. The advance notice requirement may be waived with the mutual consent of both Contractor and County.

## **1.7 Communication**

County will notify Contractor orally and with written confirmation upon County's identification of any problems in Contractor's performance of this Contract. Contractor shall respond in writing to County's inquiries within five (5) business days clarifying the stated problem(s) or confirming corrective action to County's satisfaction.

## **1.8 Hours of Operation**

Contractor shall be available to provide services to COUNTY during normal business hours, Monday through Friday from 8:00 a.m. - 5:00 p.m. To accommodate participants, vocational/career assessments, learning disabilities evaluations, and learning disabilities diagnoses may be conducted in evening hours from 5:00 p.m. to 9:00 p.m., Monday through Friday, or on Saturday from 8:00 a.m. to 5:00 p.m.

Contractor is not required to provide services on County recognized holidays. The CCA will provide a list of County holidays to Contractor when this Contract is approved and prior to subsequent calendar years.

## 2.0 COUNTY FURNISHED ITEMS

### 2.1 Equipment

- 2.1.1 **County** shall furnish and maintain for Contractor and each Subcontractor one GEARS computer terminal, one printer, one modem, and the necessary transmission line located at 9525 Imperial Highway, Downey, CA for purposes of this Contract. This equipment remains the property of County. Upon termination of this Contract, County shall remove GEARS terminal, printer, modem and the transmission line.
- 2.1.2 County shall furnish and maintain for Contractor and each Subcontractor one GROW computer terminal, one printer, one modem, and the necessary transmission line at each of the direct service assessment sites and at 9525 Imperial Highway, Downey, CA for purposes of this Contract. This equipment remains the property of County. Upon termination of this Contract, County shall remove GROW terminal, printer, modem and the transmission line from each site.
- 2.1.3 County shall provide the GEARS System Software on existing GEARS of PC terminals located at each of the learning disabilities evaluator sites. County shall provide maintenance, repair and/or replacement, as necessary. The software remains the property of DPSS. Upon termination of this Contract, DPSS shall remove the software.

### 2.2 Maintenance Repair and Replacement

- 2.2.1 County shall provide maintenance, repair and/or replacement due to normal wear and tear, of the GEARS/GROW computer terminals and printers.
- 2.2.2 County shall be responsible for all expenses, such as rewiring and telephone circuit rerouting, for the relocation of GEARS/GROW equipment for changes/relocations initiated by County.

### 2.3 Material

- 2.3.1 County shall furnish Contractor with necessary updated GEARS/GROW instructional material and security information.
- 2.3.2 When requested by Contractor, County shall provide training classes to Contractor and/or furnish Contractor with video training tapes for Child Abuse, Elder/Dependent Adult Abuse, Civil Rights and Cultural Awareness training.
- 2.3.3 When requested by Contractor, County shall furnish any updates to ***DPSS Operations Handbook Section 21 and State Manual Section 21-203.2 on Civil Rights Investigations, State Manual Section 23-600 on Purchase of Service, State Manual Chapter 20-000 on Welfare Fraud, Los Angeles Penal Code 11167.5 on Child Abuse and DPSS Administrative Directive 2898, dated 10/14/87 on Elder Abuse.***
- 2.3.4 County shall furnish Contractor with nondiscrimination in services posters.
- 2.3.5 County shall furnish Contractor the updates to the GAIN County plan as approved by County.
- 2.3.6 When requested by Contractor, County shall furnish Contractor with a listing of persons/firms identified by County as interested in providing GAIN/GROW vocational assessment services.

2.3.7 When requested by Contractor, County shall provide Contractor forms on which to document assessment results for return to County. The need for these forms from County shall be minimal as assessors adapt the forms to their computer systems.

2.3.7.1 For GAIN: GN 6013 and GN 6014 and GN 6007.

2.3.7.2 For GROW: ABP 1607, ABP 1608 and ABP 1609.

2.3.8 When requested by Contractor, County shall provide Contractor with Barriers to Employment Screening forms.

## 2.4 Service

2.4.1 County shall furnish GAIN "train the trainer" training as appropriate for new Contractor staff only if there is no one on Contractor's staff that was previously trained.

2.4.2 County shall provide the following training for Contractor and direct service staff via "train the trainer" on a continuing basis: Barriers Screening, Civil Rights, Cultural Awareness, Child and Elder/Dependent Adult Abuse Awareness, and GEARS.

## 3.0 CONTRACTOR FURNISHED ITEMS

### 3.1 Facilities

Contractor shall furnish all facilities necessary to perform all services required by this Contract.

### 3.2 Equipment and Supplies

3.2.1 Contractor shall furnish all equipment and supplies necessary to perform all services required by this Contract, except as stated in **Exhibit A, Part 2**.

3.2.2 Contractor shall obtain in County's name, for this Contract, all equipment necessary to perform all services required by this Contract, in accordance with the County-approved **Contractor's Budget, Exhibit B**. Contractor shall provide County inventories of said equipment. County shall be the sole owner of the equipment. Contractor must return all equipment to County upon termination of this Contract.

### 3.3 Services

3.3.1 Contractor shall provide all security for GEARS/MAPPER computer terminal and computer access, to ensure that the equipment is secure and confidentiality is maintained. Security measures must be approved by County computer services staff.

3.3.2 Contractor shall furnish orientation training and GAIN/GROW update training for staff who have direct contact with the GAIN/GROW participants.

3.3.3 Contractor shall provide translation services for participants in threshold and non-threshold languages.

### **3.4 Materials**

Contractor shall furnish and conspicuously post Equal Employment Opportunity posters in the work and service area.

### **3.5 Maintenance Repairs and Replacement**

**3.5.1** Contractor shall be responsible for repair and replacement costs for all GEARS and GROW equipment damaged, lost or stolen due to Contractor's abuse or carelessness, as determined by County.

**3.5.2** Contractor shall be responsible for all expenses, such as rewiring and telephone circuit rerouting, for the relocation of GEARS/GROW equipment if the relocation is not required by County.

## **4.0 SPECIFIC TASKS**

### **4.1 Management Services**

Contractor shall subcontract with Service Providers, who will provide direct Vocational/Career Assessment Services to GAIN, GROW and REP participants and Learning Disabilities Evaluation/Diagnosis Services to GAIN and REP participants. Contractor shall comply with the Los Angeles County Plan and updates, as approved by the Board of Supervisors and the California Department of Social Services.

### **4.2 Intermediary Functions**

Contractor shall act as intermediary between vocational assessment service providers, learning disabilities evaluation service providers, learning disabilities diagnosis service providers and County.

**4.2.1** Contractor shall recruit and maintain sufficient Subcontractors for ongoing provision of assessment services to GAIN, GROW and REP participants and learning disabilities evaluation/diagnosis services directly to GAIN and REP participants. Subcontractors must be acceptable to DPSS Director and subcontracts will include the direct service provider requirements as specified in **Section 4.3, 4.4 and 4.5.**

**4.2.1.1** Contractor shall solicit bids for subcontracted direct services through the open competitive bid process.

The Request for Proposals shall be reviewed and approved by County prior to its release to the public.

**4.2.1.2** In awarding subcontracts, Contractor shall give a higher evaluation to service providers who offer the following:

**4.2.1.2.1** Special support systems offered to help GAIN/GROW/REP participants.

**4.2.1.2.2** Assessment sites that are easily accessible by public transportation or in mobile units at County approved facilities, if feasible.

**4.2.1.2.3** Availability of assessment administration between 8:00 a.m. and 9:00 p.m. Monday through Friday, and

8:00 a.m. and 5:00 p.m. on Saturdays with the flexibility to meet the participants' child care needs.

4.2.1.2.4 Provision of on-site child care services during administration of assessments.

4.2.1.2.5 Service providers should also receive additional points for times they have been conducting GAIN/GROW/REP assessments.

**4.2.2** The Contractor, using County provided materials, shall ensure that all contract employees who work directly with GAIN/GROW and REP participants receive an orientation program within thirty (30) business days after they start employment. The program shall, at a minimum, include:

4.2.2.1 Introduction to the GAIN/GROW and REP Programs;

4.2.2.2 Cultural Awareness training;

4.2.2.3 Civil Rights training

4.2.2.4 Child/Elder Abuse Awareness and Reporting training;

4.2.2.5 Training on how to screen, identify and assist participants in coping with and overcoming specific barriers to employment by recommending Mental Health, Substance Abuse and Domestic Violence supportive services and Learning Disabilities activities and refer participants back to the GAIN/GROW/REP Case Managers for a clinical assessment referral/domestic violence services.

**4.2.3** Contractor shall develop, continuously update and maintain County's Inventory of Vocational/Career Assessment and Learning Disabilities Evaluation/Diagnosis Service Providers in Los Angeles County, using the GEARS/GROW computer terminal. The following information and any other data that may be required will be included in the inventory:

4.2.3.1 Name of institution where assessments will be conducted;

4.2.3.2 Address of institution where assessments will be conducted;

4.2.3.3 Contact person and telephone number;

4.2.3.4 Language capabilities available through each institution;

4.2.3.5 Location of assessment services sessions;

4.2.3.6 Additions, deletions or other changes to the above information shall be entered into the GEARS service provider inventory within five (5) business days of the change;

4.2.3.7 Contractor shall notify County of any changes pertaining to Subcontractors within 24 hours of change.

**4.2.4** Contractor shall monitor assessment service providers for contract compliance and quality of services, as determined by Contractor and

approved by County. Findings shall be documented in Contractor's monitoring report to County.

The report shall include a summary of all corrective actions planned and/or taken to correct substandard performances identified during the monitoring process.

- 4.2.5 Contractor shall determine assessor qualifications with County approval.
- 4.2.6 Contractor shall provide sufficient service providers to provide vocational/career assessments in all languages requested by County. The primary languages are: English, Spanish, Armenian, Vietnamese, Chinese, Cambodian, Russian and Korean. But other languages may be needed on occasion.
- 4.2.7 Contractor shall provide a liaison available to assessment providers during County business hours. Contractor is not required to provide this service on County recognized holidays.
- 4.2.8 Contractor shall ensure that assessment providers have a liaison at the assessment service providers' locations. Liaison shall be available to Contractor and County, between 8:00 a.m. and 5:00 p.m. during the regular County business days of Monday through Friday. The only exception to this is for assessment providers located at school sites and which have to abide by school holidays.
- 4.2.9 Contractor shall resolve problems and complaints identified by County which may affect the provision of services to GAIN/GROW and REP participants. If immediate resolution by the assessment service providers is not possible, a plan to resolve problems or complaints will be implemented by the Contractor and County notified, within five (5) business days from notice of problem. A copy of resolutions should be sent to CCA.
- 4.2.10 Contractor shall resolve procedural problems identified by assessment service providers, which may affect the provision of services to GAIN/GROW and REP participants. If immediate resolution is not possible, a plan to resolve problems shall be implemented and service providers notified within five (5) business days.
- 4.2.11 Contractor shall ensure that Equal Employment Opportunity and Nondiscrimination in Services notices are posted in all Contractor and Service Provider facilities, where they are easily accessible to contract employees and GAIN/GROW and REP participants. Nondiscrimination in Services notices shall be furnished by County.
- 4.2.12 Contractor shall ensure that all contract employees and assessment providers receive Civil Rights training provided by County via "train the trainer". As a follow-up to the Civil Rights training, Contractor shall submit a report to the CCA indicating the number of staff who attended the training and the date of the training (**Exhibit Q2**).

The Contract must also contain a provision that Contractor develops and operates procedures for receiving and responding to Civil Rights complaints. Attached is a guide entitled "Civil Rights Complaint Flowchart Contractor Process" (**Exhibit Q3**) to be used by Contractor. Additionally, the following requirements must be met regarding the complaint process:

- A) Contractor must provide and, if requested, assist participants with completing a Complaint of Discriminatory Treatment form (**PA 607, Exhibit Q4**) in the participant's designated/preferred language.
- B) Contractor must maintain a log of Civil Rights complaints;
- C) Contractor must designate a Contractor Contract Manager (CCM) to act as a Civil Rights Liaison (CRL) between the contracted agency and the CCA; and
- D) Contractor must ensure that the designated CCM/CRL forward PA 607s to the CCA within two (2) business days; who in turn must immediately forward PA 607s to COUNTY's Civil Rights Section (CRS) for investigation.

**Note:** In processing Civil Rights complaints, CCM/CRLs should not attempt to conduct an investigation. All Civil Rights investigations are handled strictly by the CRS staff.

- 4.2.13 Contractor shall coordinate all efforts between Workforce Investment Act (WIA) agencies, GAIN/GROW and REP to ensure that the assessment process is not duplicated. The objective here is to encourage development of common assessment and resultant service delivery efforts.
- 4.2.14 Contractor shall send a Monthly Management Report, in a format approved by County, to the CCA by the 25<sup>th</sup> day of each month for the previous month's management activities for GAIN, GROW and REP.
- 4.2.15 Contractor shall provide translated materials and translation services for Learning Disability Evaluations.
- 4.2.16 Contractor shall arrange for as-needed interpreter services to assist its subcontracted Learning Disability Assessors in administering the tests to the Limited English Proficient (LEP) participants.
- 4.2.17 Contractor shall ensure that assessment providers conform to **the 7:1 Ratio of Participants to Assessors**. This Ratio is between participants and assessors only and does not include other assessment staff. The degree of deviation allowed beyond this Ratio for monitoring purposes, is **two (2) additional walk-in Participants per Assessor**. All other additional participants not listed on the scheduled appointment sheet should be rescheduled for a later appointment.

The intention of the Ratio is to assure that participants have enough time with assessors to develop quality plans and goals and to prevent participants from feeling rushed through the process. This also allows enough time for the assessors to review the test results and any other information pertinent to the assessment process (such as the Job Club information and GSW information obtained during the pre-meeting).

This Ratio applies not only to Job Club assessments but also to assessments at Community Sites, Regional Offices and REP sites as well.

### **4.3 Vocational/Career Assessment Services Requirements**

The following requirements shall be met by assessment service providers conducting vocational/career assessments for GAIN/GROW and REP participants:

**4.3.1** Contractor shall ensure that vocational assessments are conducted by persons qualified by education and experience. Assessors shall qualify to provide services for the GAIN/GROW/REP contract by meeting any of the following criteria:

**4.3.1.1 Masters Degree in a Counseling related field or an appropriate credential.** The appropriate credentials shall include: Certified Vocational Evaluator (CVE), Certified Rehabilitation Counselor (CRC), Career Counselor (NCCC or NBCC) and School Counselor (PPS).

For assessors not having the advanced degrees or certification, there are two additional means by which they may meet the minimum qualifications. They are:

**4.3.1.2 Graduation from an Accredited College with a Bachelors Degree in a Counseling Related Field** - The assessor shall have completed a minimum of fifteen (15) semester units in counseling preparation, nine (9) of which shall be in the following areas: guidance principles and techniques, personality development, and test and measurements. The remaining six (6) units must be in the following areas: career counseling techniques, vocational assessment techniques, career and occupational information resources, and counseling techniques for a multi-cultural population.

**4.3.1.3 Bachelor's Degree and One Year of Counseling Experience** - For the assessment staff not having the required educational background specified in **Subsections 4.3.1.1 and 4.3.1.2**, the following requirements may also satisfy the minimum qualifications: Bachelor's Degree in an unrelated field, and one year or equivalent full-time experience in vocational counseling under the supervision of an appropriately certified counselor (**see Subsection 4.3.1.1** for appropriate certification).

### **4.3.2 Language Requirements for Assessments:**

GAIN/GROW and REP participants are not required to speak English in order to participate in the program. Thus, when required, Assessor shall provide verbal and written instructions in languages other than English. Other languages include all threshold and non-threshold languages. The threshold languages are English, Armenian, Cambodian, Chinese, Korean, Russian, Spanish, Tagalog, Vietnamese and including the four (4) Be Vu Settlement languages for the CalFresh Program: Laotian, Hmong, Arabic and Farsi.

When a non-threshold language becomes a threshold one, County will notify Contractor immediately and Contractor shall ensure that a translator for the new threshold language will be available within thirty (30) business days from the day Contractor was notified of the language status change.

**4.3.3** Contractor shall ensure assessment services providers provide participants with an orientation to the assessment program including information on the:

- Purpose of the GAIN/GROW and REP Program
- Philosophy of the GAIN/GROW and REP Program
- Goals of the GAIN/GROW and REP Vocational Assessment Program
- Goals of the GAIN/GROW and REP Career Assessment Program

#### **4.3.4 Assessment Activities:**

The assessment activities include at least the following:

- a. Obtaining the participant's work history, and evaluating his/her employment skills, knowledge and ability through appropriate vocational testing.
- b. Reviewing the participant's educational history and evaluating present educational competency level.
- c. Discussing the participant's need for supportive services.
- d. Identifying the participant's employment goal and evaluating his/her chances to achieve the goal, given the participant's current and potential skills and the local labor market conditions.
- e. Developing a mutually agreed upon employment plan and identifying the education, training, job search, work experience and supportive services needed to achieve the employment goal.
- f. Determining the time that will take to achieve the goal.
- g. Evaluating the participant's physical limitations, mental conditions or any barriers, such as substance abuse or domestic violence, that limits the participant's ability for employment or participation in Welfare-to-Work (WtW) activities.
- h. Identifying the available resources to complete the Employment Plan.

The assessment provider shall utilize four (4) major assessment methods approved by the County, during the information gathering and testing phase of the assessment.

These methods include:

- 1) Vocational interviews are used for two basic purposes:
  - a) Using a structural interview format, assessors will gather and define relevant vocational information about participants' educational and work experience, vocational interest, employment goals, hobbies and personal needs. During this process, participants are given the opportunity to discover and clarify important information pertaining to their vocational potential.
  - b) These interviews help participants make realistic choices about employment and whether vocational training may be recommended. Given their skills levels, needs, and vocational preferences, participants learn about the options open to them

within the parameters, focusing on immediate full-time or part-time employment.

- 2) Vocational interest inventories: A list of questions about job titles job-related objectives or activities. Individual responses will indicate preference for the titles, objectives or activities. These questionnaires use the "self-report" techniques, i.e., they require the individuals to describe their own characteristics, likes and dislikes. Occupational interest inventories should be available for participants with various levels of verbal skills.
- 3) Educational competency tests: Educational competency evaluation procedures shall be used to determine the participant's work related reading and math skills.
- 4) Individual aptitude or multi-aptitude vocational tests: Multi-aptitude tests measure functional levels of basic work aptitudes, including cognitive, academic, perceptual, and fine motor skills.

Additional tests, to include the following if needed:

- Work-related temperament
- Work values
- Personality
- Work maturity
- Personal/social skills
- Work samples

Assessment instruments shall be unbiased regarding gender. Vocational assessors and career assessors for GAIN/GROW and REP are to utilize additional behavioral tests and observational tools, approved by the County, to screen GAIN/GROW and REP participants for the need of Mental Health, Substance Abuse and Domestic Violence services which would otherwise impair their abilities to find a job or a better job.

For GROW participants, vocational assessors and career assessors are to utilize behavioral tests and observational tools, approved by the County, to screen GROW participants for the need of Mental Health and Domestic Violence services which would otherwise impair their abilities to find a job or a better job.

- 4.3.5 Specific test instruments utilized by the assessment service providers shall be approved by the Contractor.
- 4.3.6. The full assessment process provided by the assessment service provider shall not be less than six (6) hours and not exceed twelve (12) hours. The partial-assessment process provided by the assessment provider or Third Party assessment shall not exceed six (6) hours.
- 4.3.7 The assessment service provider shall provide a liaison to County who will allow the Case Manager to confirm vacancies and appointment dates by telephone prior to participant referral. The assessment service provider/liaison shall be knowledgeable about the GAIN/GROW and REP program, have authority to confirm appointments, and be available, at the assessment service providers locations, between 8:00 a.m. and 5:00 p.m. during the regular County business days of Monday through Friday. The only exception to this is for assessment providers located at school sites and which have to abide by school holidays. When assessment providers located at school sites are not

available on school holidays, participants can be referred to other available assessment providers if needed during normal County business hours, provided that the assessment sites are within one-hour travel time.

- 4.3.8** Within one (1) business day of receipt of the telephone referral from the Case Manager, the assessment service provider shall schedule the assessment appointment. The appointment date shall be within five (5) business days of the date the assessment provider received the assessment referral.

- 4.3.9** The need for a Vocational Assessment occurs during the Orientation/Job Club/Assessment OJC) component for those participants who remain unemployed at the beginning of the fourth week of OJC or as a stand alone activity when appropriate.

For GROW participants, the need for a Vocational Assessment is recommended by the GROW Case Manager or Job Developer at any time during GROW participation; however, a participation in a Vocational Assessment is voluntary for GROW participants.

The assessment service provider shall ensure that he/she be the same person to assess the participant and to be present at the pre and post assessment meetings with the Job Club Facilitator, the Job Developer and the designated GAIN, GROW or REP Case Manager to collect and share information on the participant.

**GAIN and REP participant:**

Upon completion of the assessment service, the assessment service provider shall complete and E-Mail the assessment results on a form specified by the County to the GAIN or REP Case Manager with a copy to the GAIN or REP Regional Assessment Liaison within five (5) business days from the date of the initial assessment appointment.

**GROW participant:**

The assessment service provider shall ensure that the employment plan developed for the GROW participant can be reasonably completed within the participant's remaining time on aid.

The assessment service provider shall complete and input on the GROW computer system the GROW assessment results within five (5) business days from the date of the initial assessment appointment. The GROW Case Manager shall receive plan via the GROW computer.

The assessment service provider shall send the completed, printed disposition form to GROW Case Manager on a weekly basis.

- 4.3.10** The assessment service provider shall obtain the assessment referral form from each GAIN/GROW and REP participant.

4.3.10.1 The assessment service provider shall complete the referral form confirming participant's attendance to assessment interview.

4.3.10.2 Within five (5) business days of receipt of the referral form, the assessment service provider shall send (via First Class U.S.

Mail) a copy of the completed referral form to the GAIN/GROW and REP Case Manager.

4.3.10.3 The assessment service provider shall retain the original completed referral form on file.

**4.3.11** Upon confirmation of the GAIN/GROW or REP participant's assessment appointment, the assessment service provider shall create an assessment file folder for each participant. This file folder shall include all critical documents related to the assessment process, including the GAIN/GROW or REP participant's employment plan. A copy of the employment plan shall follow the GAIN/GROW or REP participant through any subsequent reassessment, reevaluation, and/or Third Party Assessment.

**4.3.12 GAIN and REP participant:**

The assessment service provider shall notify the GAIN or REP Case Manager in writing, on a form approved by the County, within three (3) business days, if the GAIN or REP participant fails to show up for the initial assessment appointment or is asked to leave for reasons acceptable to the Contractor and the County.

**GROW participant:**

For GROW, the assessment provider shall update the GROW Computer system within two (2) business days with a "no show" Status if the GROW participant fails to show for the initial assessment appointment or fails to cooperate with the assessor.

**4.3.13** The assessment service provider shall provide GAIN/GROW or REP participants an overview of the assessment process which must include the purpose of assessment and related activities.

**4.3.14** The assessment service provider shall interview each GAIN/GROW or REP participant to determine which assessment instruments are most appropriate for each individual participant. The types of vocational assessment instruments utilized by the assessment service provider shall be subject to approval by the Contractor.

**4.3.15** The assessment service provider shall make a referral to the GAIN/GROW or REP Case Manager, recommending a referral for supportive services/clinical assessment if the threshold is reached during the barriers screening process or if the participant self-discloses a barrier to employment.

**4.3.16** The assessment service provider shall analyze the results of the completed assessment instruments and discuss the results with the GAIN/GROW or REP participant.

**4.3.17** The assessment service provider and the GAIN/GROW or REP participant shall jointly develop the employment goals for the GAIN/GROW or REP participant's Employment Plan. The assessment service provider will:

4.3.17.1 Review any prior assessments and related documents/information such as employment and/or criminal record history to assist in the development of current employment plan.

4.3.17.2 Review the Labor Market Information (LMI) to:

- 4.3.17.2.1 Ensure that the selected job is a growth or stable occupation; and
- 4.3.17.2.2 Identify the Occupational Employment Statistics (OES) codes.
- 4.3.17.3 Review the General Educational Development (GED) and Specific Vocational Preparation (SVP) levels to determine whether the education and training requirements for the selected goals are consistent with services available in the GAIN/GROW or REP Program and can be achieved within the required time limits.
 

An educational and/or training program entered into as a result of the employment plan for GAIN or REP participants can be longer than their time left on aid with the understanding that they will receive assistance with school while they are on aid unless they participate in work related activities when they have time off and qualify for post-time limited services as long as they meet the WTW participation requirements specified in **SB1104**, and limited for GROW participants' remaining time on aid.

Plans for a career goal may encompass the services that are already available for vocational assessment (education, training, etc.) plus additional resources that are available in the community such as mentoring, job retention, and life skills. Assessors shall recommend programs of the appropriate duration commensurate with the participants' profiles. Time limits are the time remaining during the annual nine (9)-month clock for GROW participants.
- 4.3.17.4 When the assessment results indicate the participant meets qualifications, experience or aptitude requirements for a non-demand occupation, it can be considered as an employment option, however, to the extent possible, employment goal options should be selected from the LMI, Job Services list, growth or stable occupations. A non-demand occupation can be selected as an employment goal if:
  - 4.3.17.4.1 It is not a declining occupation; and
  - 4.3.17.4.2 Resources are available under the GAIN/GROW or REP Program or in the community to reasonably expect the participant to achieve the employment goal; and
  - 4.3.17.4.3 Expected compensation is at a level which provides the participant with self-sufficiency; and
- 4.3.17.5 Discuss career ladder opportunities based on the participant's skills and motivation in conjunction with individual interest.
- 4.3.17.6 Explore training in non-traditional jobs for women, if appropriate, during the development of the employment plan.
- 4.3.18 The assessment service provider shall inform the GAIN/GROW or REP participant, at a minimum, of the following factors when developing the employment goal:

- 4.3.18.1 Normal entry-level and/or journey-level wage ranges for jobs in the occupational field.
  - 4.3.18.2 Normal working conditions for jobs in the occupational field;
  - 4.3.18.3 Normal physical/mental demands of jobs in the occupational field;
  - 4.3.18.4 Normal working hours for jobs in the occupational field;
  - 4.3.18.5 Career ladders in the occupational field when available.
- 4.3.19** The assessment service provider shall make the GAIN/GROW or REP vocational participant aware that although entry-level wages in a chosen occupational field may be low, the GAIN/GROW or REP participant may want to consider the job because once employed, there are better opportunities for increased earnings.
- 4.3.20** The assessment service provider shall develop for each GAIN/GROW or REP participant an employment plan with which the GAIN/GROW or REP participant agrees. In developing the employment plan, all of the following factors must be considered:
- 4.3.20.1 That there are benefits to be gained by starting a job now to learn skills necessary for success and long-term employment;
  - 4.3.20.2 The participant's work history, including employment skills, knowledge and ability;
  - 4.3.20.3 The participant's educational history and present educational competency level;
  - 4.3.20.4 The participant's barriers to employment in order to assign the appropriate activity to help in removing those barriers.
  - 4.3.20.5 The participant's prior training, if any. When possible, the evaluation of prior training shall include a determination of why prior training did not result in long term stable employment;
  - 4.3.20.6 The participant's need for supportive services in order to best benefit from employment and training services;
  - 4.3.20.7 The participant's employment goal and the likelihood of achieving the goal, given the participant's current and potential skills and the local labor market conditions;
  - 4.3.20.8 Identification of a goal to be attained upon completion of the participant's program, and the time it will take to achieve the goal. The assessment service provider may recommend available post-assessment services of a duration consistent with County policy.

For career assessment, the assessment service provider must develop a recommended "career plan" instead of an employment plan. Participants must be assessed for occupations that are beyond entry level based on participant's long term employment goal. The career plan must include all steps necessary for the participant to reach the desired career goal.

For career assessment, the assessment service provider shall recommend available post-assessment services of the appropriate duration.

For the GROW participants, the duration of recommended activities are not to exceed the General Relief participant's remaining time on aid as displayed in the GROW Computers Vocational Assessment screen.

4.3.20.9 Duration of Primary and Secondary Employment Goals for REP RCA participants:

Vocational Training Programs must be short term and intended to lead to employment within twelve (12) months.

Educational Programs must be short term and intended to lead to employment within twelve (12) months.

English as a Second Language for REP RCA participants:

English as a Second Language may not be recommended in addition to Vocational English as a Second Language (VESL) or ESL if VESL is not available.

The Refugee Employment Program is designed to enable individuals receiving Refugee Cash Assistance (RCA) to obtain jobs within one year of becoming enrolled in services in order to achieve economic self-sufficiency as soon as possible. RCA participants are able to take part in English language instruction with an emphasis on English as it relates to obtaining and retaining a job. However, English language instruction must be provided in a concurrent, rather than sequential, time period with employment or other employment-related services. Therefore, the activities listed below would be appropriate for the Assessors to recommend in addition to ESL.

Employment-Related Short-Term Activities:

- Work Experience
- Job Services (including In-House Job Search)
- Skills Recertification
- Vocational Training

4.3.20.10 Specific Objectives

The assessment service provider shall develop for each GAIN/GROW or REP participant specific objectives for each employment goal that were agreed upon between the assessment service provider and the participant.

The specific objectives shall consider all the factors that are needed to develop the employment, including the participant's acknowledgement.

If an amendment is requested and approved, the assessment service provider shall develop a new set of specific objectives for the new employment goal.

- 4.3.21** The assessment service provider shall record the assessment results on forms provided by County. Copies of forms shall be filed in the GAIN/GROW or REP participant's file and a copy shall be E-Mailed to the appropriate GAIN/GROW or REP Case Manager with a copy to the Regional Assessment Liaison within five (5) business days of the participant's initial assessment interview. The assessment service provider shall maintain a copy of the assessment file for a period of five (5) years after termination of this contract, unless County Director's written approval is given to dispose of such material prior to the end of such period.
- 4.3.22** The assessment service provider shall be available to discuss and provide assessment records to County, CDSS staff and Third Party Assessors when requested by County.
- 4.3.23** If the assessment service provider and GAIN/GROW or REP participant are unable to reach an agreement on the development of an employment goal and/or plan, the assessor shall inform COUNTY and CONTRACTOR using GN 6013 and GN 6014 for GAIN and REP and ABP 1609 for GROW within five (5) business days. This notice shall state the nature of the dispute and describe the issues involved.

If the GAIN/GROW or REP Case Manager and the participant believe a component not listed in the employment plan is better suited for the participant, the GAIN/GROW or REP Case Manager may contact the assessor to discuss an amendment to the plan. Using professional judgment, the assessor may agree to the amendment if it is in line with the participant's employment goal.

- 4.3.24** Upon referral by County, the assessment service provider acting as the Third Party Assessor shall review the employment plan and make appropriate recommendations. The original assessor must be available upon request, to discuss and provide assessment records to third party assessor.

Per State regulations, the results of the assessment conducted by the Third Party Assessor shall be binding upon the County and the participant and shall be used to develop the appropriate employment plan for the participant unless the participant files a request for a State Hearing.

- 4.3.25** The assessment service provider shall participate in the State Hearing process within five (5) business days of telephone or written notice from County. This shall include attendance by necessary staff persons and the provision of necessary records and documents. The assessment service provider shall also provide needed records, documents and written statements for the conciliation and grievance processes when requested by COUNTY.

**4.3.26 Amendments**

- 4.3.26.1 If the employment plan requires a minor change that seems to be in-line with the scores/educational background of the

participant and the participant agrees with the change, the GAIN, GROW or REP Case Manager will contact the assessment service provider for approval and make the change in-house.

- 4.3.26.2 If the change is complicated, such as when the participant has enrolled in an education program that does not fit with their scores/educational background, or if the GAIN, GROW or REP Case Manager and the participant believe a component not listed in the employment plan is better suited for the participant, the Case Manager will contact the assessment service provider to discuss an amendment to the plan. Using professional judgment, the assessor may agree to the amendment if it is in line with participant's employment goal.
- 4.3.26.3 If the assessment service provider does not agree with the amendment, the amendment request shall be sent to Contractor to be forwarded to County for review. County and Case Management Staff will resolve the issue within their organization.
- 4.3.26.4 Although most of the employment plans may be amended in the first thirty (30) business days, based on extenuating circumstances, amendments to the plan can be made any time during the twelve (12) month period after the plan is signed.

#### **4.3.27 Reassessments**

The assessment service provider shall conduct GAIN GROW or REP vocational reassessments whenever a participant is referred for such services by the GAIN, GROW or REP Case Manager during the twelve (12) month period after the initial assessment. GAIN, GROW or REP participants may be referred for reassessment under the following circumstances:

- 4.3.27.1 A participant shall be referred for reassessment whenever he/she fails to obtain employment after completion of all activities included in the participant's employment plan.
- 4.3.27.2 Referrals for reassessment shall also be made when it is deemed necessary by the GAIN, GROW or REP Case Manager. Such additional reasons for reassessment may include but are not limited to the following:
  - 4.3.27.2.1 When GAIN, GROW or REP participants experience difficulty completing the employment plan recommendations.
  - 4.3.27.2.2 Special circumstances that were not identified during the original assessment process that would preclude the participant from completing the employment plan activities (e.g., participant allergic to materials in the training environment).
  - 4.3.27.2.3 Unavailability of the training facilities required for completing the employment plan and no other vocational training Contractor is available within reasonable proximity to provide the required training.

- 4.3.27.2.4 When the assessment provider has insufficient information to approve an amendment or additional testing is needed.
- 4.3.27.3 The reasons provided for reassessment shall serve as guidelines for determining what actions shall be taken during the reassessment. After a review of the participant's employment plan and any progress in achieving the employment goal, the plan shall be revised as required.
- 4.3.27.4 All timeliness and processing requirements applicable to processing initial assessments are also applicable to processing reassessments.
- 4.3.27.5 The estimated time to complete the reassessment and the amount billed shall be as follows:
- A) It is estimated that the reassessment process will take up to six (6) hours for the assessor to complete.
  - B) After the completion of the reassessment, the assessor shall bill for this service at the rate of one half the cost of a full assessment.
- 4.3.28 The assessment service provider shall protect the confidentiality of all assessment results.
- 4.3.29 The assessment service provider shall provide verbal and written instructions/material in other languages when available and as requested by the County and its GAIN Contractors.
- 4.3.30 The assessment service provider shall post Equal Employment Opportunity and Nondiscrimination in Services notices in all provider facilities, where they are easily accessible to contract employees and GAIN/GROW or REP participants. Assessment service providers shall ensure compliance with this Agreement's **Standard Terms and Conditions, Part 8.0, Section 8.29**.
- 4.3.31 Most GAIN or REP participants are caretakers of minor children. The majority of them will have school-age children. In order to facilitate the participant's cooperation with program requirements and to minimize the cost of GAIN child care, it is desirable that the GAIN or REP assessments be conducted during the time the children are in school. Assessors shall be available to conduct business during business hours (i.e., 8:00 a.m. to 5:00 p.m.).
- 4.3.32 The assessment service provider shall establish and maintain a quality control system acceptable to Contractor in order to ensure compliance with the requirements in this **Section 4.3**. Problems found shall be resolved or a plan shall be implemented to resolve problems within five (5) business days of detection. A file of quality control findings shall be maintained by the assessment service provider for five (5) years.
- 4.3.33 The assessment service provider shall ensure that a Confidentiality Agreement, as illustrated in **Exhibit F**, is signed and a copy is on file for each contract employee prior to beginning work on services provided under this Agreement.

- 4.3.34** The assessment service provider shall report all suspected or actual fraud discovered if reporting such fraud does not violate provisions of client confidentiality established by the code of ethics of the assessment provider's professional association, certifying agency, or licensing agency. Reports of fraud shall be made in writing to County, within three (3) business days of discovery.

#### **4.4 Learning Disabilities Evaluation Services Requirements**

The following requirements shall be met by the assessment services providers conducting Learning Disabilities Evaluation Services for GAIN or REP participants. These services shall be structured in a two-tiered system which will include:

**Tier I:** Learning Disabilities Evaluations (With or Without Accommodations); and  
**Tier II:** Learning Disabilities Diagnosis.

Contractor shall assure that all staff providing Learning Disabilities Evaluations meet the following qualifications:

- 1) A Master's degree or Doctorate's degree in a counseling-related field with graduate-level coursework in testing and measurement and specific graduate-level coursework relating to the identification and evaluation of learning disabilities, and;
- 2) Qualification to administer and interpret the specific tests required to evaluate learning disabilities in each of the testing domains as described in **Sub-Section 4.4.1**, which includes approval by the Learning Disabilities test publisher to use the required Learning Disabilities instruments.

The assessment services provider shall take into consideration the participant's short/long-term educational needs in making recommendations for the participant's activities/goals.

- 4.4.1** Assessment services provider shall conduct/complete a comprehensive Learning Disabilities Evaluation for each referred participant. At a minimum, the following domains regarding the participant shall be addressed:

- 4.4.1.1 A diagnostic interview and history taking
- 4.4.1.2 Aptitude/information processing
- 4.4.1.3 Academic achievement, and
- 4.4.1.4 Vocational interview, inventories and tests

- 4.4.2** Instruments/tests listed below are not intended to be exhaustive. The type of tests administered by the assessment services provider are at the discretion of the Learning Disabilities Evaluators' professional judgment and must match, to the extent possible, the participant's vocational interests. To perform the Learning Disabilities Evaluation, instruments/tests may include, but not be limited to the following:

- 4.4.2.1 Aptitudes/information processing; The Woodcock-Johnson and Woodcock-Munoz for Spanish, are required instruments. The Wechsler Adult Intelligence Scale (WAIS); BETA III; Test of Non-verbal Intelligence (TONI 3); and Raven Standard Progressive Matrices may be used as needed and

- 4.4.2.2 Achievement; e.g., Wide Range Achievement Test (WRAT 3), Test of Adult Basic Education (TABE), or Nelson-Denny (reading); and
- 4.4.2.3 Vocational Interests, as needed, to assist in the development of the Welfare-to-Work plan.

At this time, the State has not approved testing instruments in languages other than English and Spanish. Once the State approves testing instruments in all threshold and non-threshold languages, the assessment service provider shall administer these tests to all non-English and non-Spanish participants.

- 4.4.3 The assessment service provider shall assess/evaluate all existing assessment information to ensure that evaluation services are not duplicated, unless deemed necessary by the evaluator.
- 4.4.4 The assessment services provider may recommend a diagnosis when the participant presents significant or multiple impairments.
- 4.4.5 The assessment services provider shall consider the linguistic background of the participant in selecting the Learning Disabilities evaluation tests.
- 4.4.6 Upon completion of the Learning Disabilities Evaluation, the assessment services provider shall discuss with the participant the benefits of Job Club Services as a first Welfare-to-Work activity.
- 4.4.7 The assessment services provider shall integrate all information gathered during the Learning Disabilities Evaluation into a summary report. The assessment services provider shall use direct language in completing the report. The report shall include the following information regarding the participant:
  - 4.4.7.1 Relevant vocational/educational background and history;
  - 4.4.7.2 Documentation and discussion of participant's short/long-term employment goals and generic/specific vocational plans/goals;
  - 4.4.7.3 General aptitude;
  - 4.4.7.4 Academic achievement;
  - 4.4.7.5 Cognitive level;
  - 4.4.7.6 Other issues; e.g., physical/mental problems;
  - 4.4.7.7 Areas of strength;
  - 4.4.7.8 Areas of deficit;
  - 4.4.7.9 Learning disabilities and description of each;
  - 4.4.7.10 Related and co-existing disorders and description of each;
  - 4.4.7.11 Recommended short/long-term employment and vocational plan;

- 4.4.7.12 Appropriateness of current or proposed Welfare-to-Work activity;
- 4.4.7.13 Recommended accommodations/assistive technology for participant's current or proposed Welfare-to-Work plan and other purposes (e.g., driver's license exam, GED exam);
- 4.4.7.14 Identification of local resources to assist the participant;
- 4.4.7.15 Evaluation Summary (including areas of potential impact; rationale for Learning Disability determination).

**4.4.8** ***Subsection 4.4.8.1 through Subsection 4.4.8.4*** must be completed as indicated below:

- 4.4.8.1 The assessment services provider shall give priority in scheduling participants who are identified by the GAIN/REP Case Manager (on the Learning Disabilities referral form) as being in the compliance/sanction process or approaching their time limit on aid.
- 4.4.8.2 For participants not identified (on the Learning Disabilities referral form) as being in the compliance/sanction process or approaching their time limit on aid, the assessment services provider shall provide a Learning Disabilities Evaluation appointment date to the County or GAIN/REP contracted regions/offices when requested via telephone so that the County or GAIN/REP contracted regions/offices can provide this information to the participant immediately after the Learning Disabilities screening is completed. The evaluation appointment shall be no more than five (5) business days from the date of the telephone appointment request.
- 4.4.8.3 The assessment services provider shall provide a liaison to County who will have authority to make/change Learning Disabilities Evaluation appointments.
- 4.4.8.4 The assessment services provider shall notify the GAIN/REP Case Manager within three (3) business days in writing if the participant does not show for the first or second scheduled appointment.

**4.4.9** The assessment services provider shall update the GEARS Maintain Evaluator Information (MTEI) Screen with the following information:

- Appointment availability
- Appointment results
- Learning Disabilities test completed
- Learning Disabilities results and accommodations
- Recommendations for employment and vocational goals
- Communication with the Participant

**4.4.10** The assessment services provider shall complete and E-Mail a copy of the evaluation report to the GAIN/REP Case Manager with a copy to the

appropriate Regional Assessment Liaison within five (5) business days from the date that the evaluation begins. The Learning Disabilities Evaluator shall retain the original completed report on file.

- 4.4.11 The assessment services provider shall ensure that the evaluator is available to discuss the evaluation report by telephone with DPSS or GAIN/REP contracted staff and the participant, as necessary.
- 4.4.12 The assessment services provider shall provide the participant with written documentation which may be provided to employer(s), schools, etc., as verification of his/her learning disabilities and the recommended reasonable accommodations.
- 4.4.13 The assessment services provider may recommend a Learning Disabilities Diagnosis when the participant presents significant or multiple impairments.
- 4.4.14 The assessment services provider shall recommend a Learning Disabilities Diagnosis if the evaluator and participant are unable to reach an agreement regarding the determination of learning disabilities or accommodations.
- 4.4.15 A Learning Disabilities Diagnosis shall be recommended to resolve disputes with GAIN training and/or educational service providers that present contrary findings based on their own testing for learning disabilities.
- 4.4.16 The assessment services provider shall recommend a Third Party Assessment if the evaluator and participant are unable to reach an agreement on the participant's employment plan portion of the evaluation. This Third Party Assessment shall be compensated at the partial payment for vocational assessment rate rather than the partial payment for Learning Disabilities Evaluation rate.

#### **4.5 Learning Disabilities Diagnosis Services Requirements**

- 4.5.1 After the evaluator conducts the Learning Disabilities Evaluation, and the participant meets the established criteria for further Learning Disabilities Testing and Diagnosis, the evaluator will refer the participant to the GAIN/REP Case Manager for a Learning Disabilities Diagnosis.
- 4.5.2 Upon determining the need for a Diagnosis, the evaluator will send a copy of their evaluation report to the GAIN/REP Case Manager and to the Diagnostician or his/her designee within three (3) business days of completing the evaluation. Upon receipt of the evaluation report, the Diagnostician, with the evaluator's input and feedback as needed, will determine if a Diagnosis can be made based on this information.
- 4.5.3 If a Diagnosis can be made without an interview of the participant, a Diagnosis report, including any necessary and appropriate recommendations for accommodations, will be created and sent to the GAIN/REP Case Manager within three (3) business days of the completion of the Diagnosis.
- 4.5.4 If an interview of the participant is necessary to complete the Diagnosis, the Diagnostician will contact the GAIN/REP Case Manager to arrange for the appointment. The appointment will include an interview of the participant and any additional testing that may be necessary to complete the

Diagnosis. Upon completion of the Diagnosis, the Diagnostician will send his/her Diagnosis report, by certified mail, to the GAIN/REP Case Manager within three (3) business days.

- 4.5.5** Upon receipt of the Learning Disability Evaluation report, should relevant documents requiring participant authorization for release be identified in the report, the GAIN/REP Case Manager shall be responsible to request within three (3) business days and forward the documents to the Diagnostician within three (3) business days following receipt.

#### **4.6 Performance Measures**

Contractor shall perform in accordance with the following requirements for the Vocational Assessment, Learning Disabilities Evaluation and Learning Disabilities Diagnosis components of the Contract:

##### **4.6.1 For Vocational Assessment Component:**

- 4.6.1.1 Provides a comprehensive vocational assessment, whose purpose is to generate information useful to career guidance and planning of job training and placements for GAIN/GROW or REP participants. Enrollment in an approved course of training should be a direct result of this activity.
- 4.6.1.2 Recruits and maintains sufficient number of assessment service providers to meet the needs of GAIN/GROW or REP participants and to ensure that there is no delay in services provided.
- 4.6.1.3 Provides orientation to all new contract employees working directly with GAIN/GROW or REP participants within thirty (30) business days after they are employed by Contractor or assessment services provider and maintains up-to-date records of all employees who have received this orientation.
- 4.6.1.4 Maintains/updates GEARS inventory of assessment providers within five (5) business days after Contractor/County determines an update is necessary. Contractor must provide report to County showing this has been completed within the acceptable timeframe.
- 4.6.1.5 Ensures that assessment service providers meet qualifications and demonstrate a commitment to steering participants towards enrollment in training courses with proven job market readiness. Assessment providers will develop a mutually agreed upon employment plan that identifies the education, work experience, training, job search, and supportive services needed to achieve the employment goal.
- 4.6.1.6 Ensures that bilingual services are available. Contractor will provide a monthly list of all assessments performed in any non-English or non-Spanish language by the 10<sup>th</sup> of each following month.

- 4.6.1.7 Resolves problems and complaints identified by County and/or assessment service providers, or a plan to resolve is implemented within five (5) business days.
- 4.6.1.8 One hundred percent (100%) of participants will have a complete employment plan within two (2) business days following the completion of the assessment appointments.
- 4.6.1.9 Ninety-Five percent (95%) of complete employment plans that are approved and implemented as indicated, without being amended, during the first thirty (30) business days following the date of completion of the employment plan, shall be an outcome measure for Vocational Assessment.
- 4.6.1.10 Provides a liaison to County to represent the Vocational Assessment program on behalf of the participant during County business hours.

#### **4.6.2 For Learning Disabilities Evaluations Component:**

- 4.6.2.1 Recruits and maintains sufficient staff for ongoing services.
- 4.6.2.2 Ensures hired staff meets all California Department of Social Services (CDSS) requirements to perform Learning Disability (LD) evaluations.
- 4.6.2.3 Provides a liaison to County to represent the LD program on behalf of the participant during County business hours.
- 4.6.2.4 Updates the GEARS computer system with pertinent information.
- 4.6.2.5 Maintains all records as required.
- 4.6.2.6 One hundred percent (100%) of participants who are referred for Learning Disability Evaluation will be given an appointment for evaluation that is no more than five (5) business days from the date of the referral (Refer to **Subsection 4.4.8.2 of the Statement of Work**).
- 4.6.2.7 The Learning Disability Evaluation report shall be completed and E-Mailed to the GAIN/REP Case Manager within five (5) business days from the date the evaluation begins for evaluations completed in one (1) session (Refer to **Section 4.4.10 of the Statement of Work**). For evaluations requiring more than one (1) session, the Learning Disability Evaluation report shall be completed and E-Mailed within five (5) business days following the last session.
- 4.6.2.8 Upon determining the need for a Diagnosis, the complete Learning Disability Evaluation report including all relevant participant records shall be E-Mailed to the GAIN/REP Case Manager and to the Diagnostician within three (3) business days of completion of the evaluation. (Refer to **Section 4.5.2 of the Statement of Work**).

#### **4.6.3 For Learning Disabilities Diagnosis Component:**

- 4.6.3.1 Recruits and maintains sufficient staff for ongoing services.
- 4.6.3.2 Hired staff met all CDSS requirements to perform LD diagnoses.
- 4.6.3.3 Provides a liaison to the County to represent the LD program on behalf of the participant during County business hours.
- 4.6.3.4 Maintains all records as required.
- 4.6.3.5 Ensures that an LD Diagnosis is performed when formal documentation of an accommodation is needed, or the participant presents significant or multiple impairments.
- 4.6.3.6 One hundred percent (100%) of participants who are referred for Learning Disability Diagnosis will be seen by the Diagnostician within three (3) business days (provided that the participants keep the appointment scheduled for them) following receipt by the Diagnostician of the complete Learning Disability Evaluation Report including all identified relevant documents as necessary.
- 4.6.3.7 For one hundred percent (100%) of participants who are diagnosed as having a Learning Disability, accommodation plans will be E-Mailed to the GAIN/REP Case Manager within three (3) business days following the completion of the Diagnosis.

**TECHNICAL EXHIBIT 1**  
**PERFORMANCE REQUIREMENT SUMMARY**

# **TECHNICAL EXHIBIT 1**

## **PERFORMANCE REQUIREMENT SUMMARY**

This technical exhibit lists the required management services that will be monitored by County and the required direct services that shall be monitored by Contractor. County will sub-sample Contractor's monitoring. Also included in the Performance Requirement Summary are the service standards, maximum allowable deviation from perfect performance, method of monitoring and fiscal assessment for unacceptable performance.

### **Quality Assurance**

At intervals determined by County, Contractor's performance will be compared by County to the contract standards and acceptable quality levels (AQL's) for the Contractor, using the Quality Assurance Monitoring Plan (QAMP).

County may utilize a number of monitoring methods to evaluate Contractor's performance including, but not limited to:

- Random sampling;
- 100 percent review;
- User complaints;
- Review of participant service reports;
- On-site observation of Job Club and Community Sites
- COUNTY data and records; and/or
- Assessor meeting.

### **Subcontract Monitoring**

Each month, performance by Subcontractors will be compared to the contract standards and acceptable quality levels (AQL's) for the assessment service providers, using the County-approved monitoring plan. The actual monitoring will be done monthly but will be reported to CCA at the end of each quarter.

Contractor evaluation of Subcontractors' performance may include any of the following monitoring methods as approved in the monitoring plan:

- Random sampling;
- One hundred percent inspection;
- User complaints;
- Review of participant service reports;
- On-site observation of Job Club and Community Sites; and/or
- Information, reports or data which may be provided by County.

### **Criteria for Acceptable and Unacceptable Performance**

Performance of a service listed in the Performance Requirement Summary is considered acceptable when the number of discrepancies found by County during contract monitoring does not exceed the number of discrepancies allowed by the AQL.

### **Untimely Performance or Re-performance**

For services reviewed by sampling, Contractor and/or Subcontractors shall be required to immediately correct those activities found to be unacceptable. If immediate resolution is not possible, CONTRACTOR shall implement a plan for resolution within five (5) business days.

### **Value of Unacceptable Performance**

When performance does not conform with the requirements of this Contract, County shall have the right to apply any or all of the following:

- 1) Require Contractor to implement a corrective action plan, which has been approved by County. In the plan, Contractor shall explain why performance was unacceptable, how performance will be returned to an acceptable level and how problems will be prevented in the future.
- 2) Require Contractor to reduce, suspend or cancel the subcontract of a direct service provider which has serious or repeated incidence of unacceptable performance or systematic deliberate misrepresentations or non-performance. This may be applied when the total unacceptable Performance Indicator exceeds levels agreed to by County and Contractor as indicated in the GAIN/GROW/REP Vocational Assessment Subcontract Monitoring Plan submitted by Contractor and approved by County.
- 3) Notify authorizing or licensing agencies when laws or regulations of that agency are intentionally violated. This will be applied as necessary.
- 4) Require Contractor to pay for Liquidated Damages set forth in the ***Performance Requirements Summary (Technical Exhibit 1)***

**TECHNICAL EXHIBIT 1**  
**PERFORMANCE REQUIREMENT SUMMARY**

**TECHNICAL EXHIBIT 1****PERFORMANCE REQUIREMENT SUMMARY FOR VOCATIONAL ASSESSMENT AND  
LEARNING DISABILITIES EVALUATION SERVICES CONTRACTOR**

	<b>STANDARD</b>	<b>AQL</b>	<b>METHOD OF MONITORING</b>	<b>LIQUIDATED DAMAGES</b>
Delivery and Analysis	Maintain sufficient assessor coverage in all contracted sites so that there is no backlog in the delivery of services.	Appointment Date shall be within 5 business days of request date.	Verified User complaints. Review of MMR. GSW complaints. Site Monitoring.	\$500.00 per appointment not scheduled due to unavailable staff.
Wait Time	7:1 Ratio of participants to assessors based on reservation list provided to assessor 48 hours before session.	2 additional walk-in participants	Verified User complaints. Review of MMR. GSW complaints. Site Monitoring.	\$500.00 per non-compliance with the Ratio.
Staff Qualifications	100% of staff employed to conduct Assessments and LD Evaluation/Diagnosis meet the minimum requirements and qualifications.	None	Review of employee records. Review of MMR. Review of Evaluation reports.	\$500.00 per incidence of non-compliance.
Staff Training	100% of public contact staff trained within 30 business days after they are employed by CONTRACTOR or Assessment/LD Evaluation services providers.	15 days	User complaints. Review of Monthly Management Reports.	\$100.00 per occurrence.
Staff Rights	100% of staff attends training at least every 2 years.	None	Review of MMR.	\$500.00 per incidence of non-compliance.

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
6. LACOE staff and Assessors receive training on Child/Elder Abuse Awareness. <b>(SOW 2.4.2)</b>	100% of staff attends training at least every 2 years.	None	Review of MMR.	\$500.00 per incidence of non-compliance.
7. LACOE staff and Subcontractors receive GEARS training. <b>(SOW 2.4.2)</b>	Appropriate staff to attend training prior to providing services.	None	Review of MMR.	\$500.00 per incidence of non-compliance.
8. Equal Employment Opportunity and Nondiscrimination in Services notices are posted in all CONTRACTOR and Subcontractor facilities, where they are easily accessible to contract employees and GAIN/REP participants. <b>(SOW.4.2.11)</b>	100% of CONTRACTOR and assessment service providers' sites shall have subject notices publicly posted.	None	On-site observation. Subcontractors Monitoring Reports.	\$100.00 per incidence of non-compliance.
9. Forward Civil Rights complaints from GAIN/REP participants against service providers to COUNTY. <b>(SOW 4.2.12)</b>	100% of Civil Rights complaints forwarded to CCA within 1 business day.	1 additional business day.	Participant complaints. Review MMR. Review of Civil Rights complaints.	\$100.00 per incidence of non-compliance.
10. Resolve problems and complaints identified by COUNTY and/or service providers. <b>(SOW 4.6.1.7)</b>	100% of problems and complaints are resolved or a Corrective Action Plan to resolve is implemented within 5 business days of acceptance of CAP by COUNTY.	2% of complaints.	User complaints.	\$2,000.00 per incidence of non-compliance.
11. Provide a Liaison to COUNTY and service providers <b>(SOW 4.6.2.3) and (SOW 4.6.1.10)</b>	CONTRACTOR's Liaison available to COUNTY and service providers during COUNTY business hours.	None	Participant complaints. On-site observation.	\$500.00 per incidence of non-compliance.
12. Confidentiality Agreement is signed and a copy is on file for each employee prior to that employee starting work. <b>(Section 7.6)</b>	100% of employees have signed the Confidentiality Agreement form prior to beginning work on this Contract.	None	Review of Personnel records.	\$300.00 per incidence of non-compliance.

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
13. Invoices, Management and Monitoring Reports are submitted to COUNTY as required. (Section 5.2)	COUNTY receives Invoices by the 15 <sup>th</sup> day of the following month and Management and Monitoring Reports by the 25 <sup>th</sup> day of the following month.	2 business days	Review of Reports/Invoices	\$100.00 per day late.
14. Maintain and comply with Quality Control Plan: (SOW 1.2)  Monitor assessment service provider for contract compliance and quality of services. (SOW 4.2.4)	New service providers will be monitored each of the first 6 months. If performing at acceptable attribute points agreed to by COUNTY and CONTRACTOR, monitoring may then be quarterly.	None	Review of QC Plan Review of Subcontractors' Monitoring Reports On-Site Observation	\$900.00 per occurrence.
15. Provide Insurance Verification to CCA. (Section 8.25)	Evidence of Coverage provided <u>prior</u> to expiration date of previous certificate.	Expiration Date	Review of Insurance Verification.	2% of CONTRACTOR's Monthly Flat Fee per occurrence.
16. Maintain/update GEARS inventory of assessment providers. (SOW 4.6.1.4)	Update GEARS within 5 business days after CONTRACTOR/COUNTY determines an update is necessary.	None	User complaints. GEARS review.	\$500.00 per occurrence.
17. Update the GEARS computer system with results of Assessment/LD Evaluation. (SOW 4.6.2.4)	Update GEARS on the same day information is received unless the GEARS system is not available. If GEARS system is not available, information shall be entered on the same day the system becomes available.	Each agency can have 2 instances that are no more than 2 business days late	Participant complaints. GSW Complaints. Review of MMR.	\$300.00 per incidence of non-compliance for each of the sections identified.
18. Maintain participant records as required. (SOW 4.6.2.5) and (Section 8.40)	Maintain participant folder with test results and completed reports such as Employment Plan, LD Evaluation report.	None	Review of participant records.	\$300.00 per incidence of non-compliance for each of the sections identified.

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<b>19.</b> Provide a copy of CONTRACTOR's Single Audit documents within 9 months of end of Fiscal Year. <b>(SOW 4.2.4)</b>	Single Audit documents received by COUNTY as required by OMB A-133.	None	Review of documents.	2% of CONTRACTOR's Monthly Flat Fee per incidence of noncompliance.
<b>20.</b> Ensure bilingual services are available. <b>(SOW 4.6.1.6)</b>	Non-English speaking participants are assessed in their native language, unless written valid justification is provided.	1% of speaking participants referred.	User complaints. Review of Monthly Management Reports. GSW complaints.	\$500.00 per occurrence.
<b>21.</b> Participants referred for Vocational Assessment will be given an appointment that is no more than 5 business days from the date of the referral. <b>(SOW 4.3.8)</b>	100% of participants who are referred for Vocational Assessment will be given an appointment that is no more than 5 business days from the date of the referral.	None	Review of records. Participant complaints. Review of MMR. GSW complaints.	\$250.00 per incidence of non-compliance.
<b>22.</b> Completed Employment Plan is provided to participant within 2 business days following the completion of the Assessment appointments. <b>(SOW 4.6.1.8)</b>	100% of participants shall have a complete Employment Plan within 2 business days following the completion of the Assessment appointments.	1 business day	Review of records. Participant complaints. Review of MMR. GSW complaints.	\$100.00 per day late.
<b>23.</b> Completed Employment Plan is provided to GSW or CCM within 5 business days following the completion of the Assessment appointment. <b>(SOW 4.3.9)</b>	100% of completed Employment Plans are provided to GSW or CCM within 5 business days following the completion of the Assessment appointment.	1 business day	Review of records. Participant complaints. Review of MMR. GSW complaints.	\$100.00 per day late.

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p><b>24.</b> Participants are enrolled or engaged in a component activity of the Plan within 30 business days after the Plan is completed. (SOW 4.6.1.9)</p>	<p>95% of complete Employment Plans shall be approved and implemented as indicated, without being amended during the first 30 business days following the date of completion of the Employment Plan.</p>	<p>Up to 5% of Employment Plans may be revised or amended within 30 business days.</p>	<p>Review of records. Participant complaints. Review of MMR. GSW complaints.</p>	<p>\$300.00 per incidence of non-compliance.</p>
<p><b>25.</b> Availability of LD Evaluation administration between: 8:00 a.m. - 5:00 p.m. Monday through Friday and on Saturdays from 8:00 a.m. - 5:00 p.m. by appointment only, except on COUNTY scheduled holidays.</p>	<p>Staff available to service participants scheduled for Evaluation.</p>	<p>None</p>	<p>Participant complaints. Review MMR.</p>	<p>\$300.00 per incidence of non-compliance.</p>
<p><b>26.</b> Participants referred for LD Evaluation will be given an appointment for Evaluation that is no more than 5 business days from the date of the referral. (SOW 4.6.2.6)</p>	<p>100% of participants who are referred for LD Evaluation will be given an appointment for Evaluation that is no more than 5 business days from the date of the referral.</p>	<p>1% of participants referred.</p>	<p>Review of records. Participant complaints. Review of MMR. GSW complaints.</p>	<p>\$250.00 per incidence of non-compliance.</p>
<p><b>27.</b> Upon confirmation of the GAIN/REP participant's Vocational Assessment and/or LD Evaluation appointment, Evaluator shall create a file folder for each participant. (SOW 4.3.11)</p>	<p>Folder is created to hold documents as stated in SOW section.</p>	<p>None</p>	<p>Review of participant case folders.</p>	<p>\$300.00 per incidence of non-compliance.</p>
<p><b>28.</b> Evaluator is available to discuss the LD report with DPSS staff and the participant, as necessary. (SOW 4.4.11)</p>	<p>Be available to discuss progress report, via telephone appointment within 3 business days.</p>	<p>None</p>	<p>Participant complaints. GSW Complaints. Review of MMR.</p>	<p>\$300.00 per incidence of non-compliance for each of the sections identified.</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<b>29.</b> An LD Evaluation shall include a Diagnostic Interview and History Taking. <b>(SOW 4.4.1.1)</b>	Participant record documents that Diagnostic Interview and History Taking was completed.	None	Review of LD Evaluation reports. Participant complaints. Review of MMR.	\$300.00 per incidence of non-compliance.
<b>30.</b> An LD Evaluation shall include Vocational Interview, Inventories and Tests. <b>(SOW 4.4.1.4)</b>	Participant record documents that Vocational Interview, Inventories and Tests were completed.	None.	Review of LD Evaluation reports. Review of participant case folders. Review of MMR.	\$300.00 per incidence of non-compliance.
<b>31.</b> Validated instruments, approved by the State, are used in the LD Evaluation and Diagnosis process. <b>(SOW 4.4.2)</b>	Validated instruments are used.	None. Does not apply to cases where approved instruments are not available.	Review of MMR. Review of tools. Review of LD Evaluation reports. Review of participant case folders.	\$300.00 per incidence of non-compliance.
<b>32.</b> For an LD Evaluation, use basic tools approved by the State to measure aptitudes/information processing, e.g., Wechsler Adult Intelligence Scale (WAIS), Woodcock-Johnson, Woodcock Munoz for Spanish, BETA III, Test for Non-verbal intelligence (TONI3), and Raven Standard Progressive Matrices. <b>(SOW 4.4.2)</b>	Subject tools are used.	None. Does not apply to cases where approved instruments are not available.	Review of tools. Review of LD Evaluation reports. Review of participant case folders.	\$300.00 per incidence of non-compliance.
<b>33.</b> For an LD Evaluation, use basic tools approved by the State to measure achievement, e.g., Wide Range Achievement Test (WRAT 3), Test of Adult Basic Education (TABE), and Nelson-Denny (reading). <b>(SOW 4.4.2)</b>	Subject tools are used.	None. Does not apply to cases where approved instruments are not available.	Review of tools. Review of LD Evaluation reports. Review of participant case folders.	\$300.00 per incidence of non-compliance.

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
34. For an LD Evaluation, use basic tools to measure Vocational Interests. (SOW 4.4.2)	Subject tools are used.	None	Review of tools. Review of LD Evaluation reports. Review of participant case folders.	\$300.00 per incidence of non-compliance.
35. LD tests administered match, to the extent possible, the participant's employment goal. (SOW 4.4.2)	LD tests match participant's employment goal.	None	Review of tools. Review of LD Evaluation reports. Review of participant case folders.	\$300.00 per incidence of non-compliance.
36. Perform an LD Diagnosis rather than an LD Evaluation when formal documentation of an accommodation is needed or the participant presents significant or multiple impairments. (SOW 4.6.3.5)	Conduct an LD Diagnosis as required.	None	GSW complaints. Review of participant case folders. Review of Diagnosis reports. Review of LD Evaluation reports.	\$300.00 per incidence of non-compliance.
37. Notify the GSW/CCM within 1 business day by telephone, if the participant does not show for the scheduled LD appointment. Evaluator shall follow up in writing within 3 business days. (SOW 4.4.8.4)	Notify COUNTY as required.	None	GSW complaints. Review of MMR. Review of participant case folder.	\$300.00 per incidence of non-compliance.
38. The LD Evaluation report is to be completed and E-Mailed to the GSW or CCM. (SOW 4.6.2.7)	The LD Evaluation report is to be completed and E-Mailed to the GSW or CCM within 5 business days from the date the Evaluation begins.	None	Review of records. Participant complaints. Review of MMR. GSW complaints.	\$300.00 per incidence of non-compliance.

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>39. Upon determining the need for a Diagnosis, the LD Evaluation report is to be E-Mailed to the GSW or CCM and to the Diagnostician. (SOW 4.6.2.8)</p>	<p>The LD Evaluation report is to be E-Mailed to the GSW or CCM and to the Diagnostician within 3 business days of completion of the Evaluation.</p>	<p>None</p>	<p>Review of records. Participant complaints. Review of MMR. GSW complaints.</p>	<p>\$300.00 per incidence of non-compliance.</p>
<p>40. Participants who are referred for LD Diagnosis will be seen by the Diagnostician within 3 business days (provided that the participant keeps the appointment scheduled for them). (SOW 4.6.3.6)</p>	<p>100% of participants who are referred for LD Diagnosis shall be seen by the Diagnostician within 3 business days (provided that the participant keeps the appointment scheduled for them).</p>	<p>None</p>	<p>Review of records. Participant complaints. Review of MMR. GSW complaints.</p>	<p>\$500.00 per incidence of non-compliance.</p>
<p>41. For participants who are diagnosed as having an LD, the Accommodation Plan will be E-Mailed to the GSW or CCM within 3 business days following the completion of the Diagnosis. (SOW 4.6.3.7)</p>	<p>For 100% of participants who are diagnosed as having an LD, the Accommodation Plan will be E-Mailed to the GSW or CCM within 3 business days following the completion of the Diagnosis.</p>	<p>None</p>	<p>Review of records. Participant complaints. Review of MMR. GSW complaints.</p>	<p>\$500.00 per incidence of non-compliance.</p>

**PERFORMANCE REQUIREMENT SUMMARY FOR VOCATIONAL ASSESSMENT AND LEARNING DISABILITIES EVALUATION  
SERVICE PROVIDERS**

	Type*	Wt.	Monitoring Attribute	Evidence of Compliance	Method of Monitoring
1.	FR	5	A file folder containing all relevant assessment materials is maintained for each participant for whom a referral is received.	A file folder is available for review	Review of participant file
2.	FR	3	GN6007 (Notification of Change Form) is completed, signed and dated if participant failed to appear for initial appointment or failed to cooperate.	GN6007 Form is completed, signed and dated and in the participant file.	Review of participant file
3.	FR	3	GN6013 (Disposition Form) is completed, signed and dated by assessor.	GN6013 Form is completed, signed and dated by assessor and is in the participant file.	Review of participant file
4.	FR	5	Partial-Final Memo Form is completed if participant does not complete assessment after the Information Gathering and Testing phase.	Partial-Final Memo Form is completed and in participant file.	Review of participant file
5.	FR	5	Third Party Assessment Memo Form is completed if assessor and participant are unable to reach an agreement in development of the Employment Plan/Career Plan.	Third Party Assessment Memo Form is completed and in participant file.	Review of participant file
6.	FR	5	GN6014 (Employment Plan/Career Plan) is completed, signed and dated by assessor and participant.	Employment Plan/Career Plan is signed and dated by assessor and participant.	Review of participant file
7.	FR	5	LD Evaluation is completed, signed and dated by assessor and participant.	LD Evaluation is completed, signed and dated by assessor and participant.	Review of participant file
8.	FR	5	A referral for a diagnosis is made if the participant crosses the testing threshold or a dispute with the participant arises over the test results.	Documentation of the referral is included in the case notes in the participant folder.	Review of participant file
9.	FR	5	After a diagnosis referral is made and the results are obtained, the diagnosis results are integrated into the LD Evaluation.	LD Evaluation includes recommendations from the diagnosis and the diagnosis is in the participant file.	Review of participant file
10.	FR	5	Employment goals are created for each participant.	GN6014 Form includes both primary and secondary employment goals. LD Evaluation contains three employment goals.	Review of participant file
11.	FR	3	The OES codes for the primary and secondary goals are identified.	The OES codes for all of the employment goals are indicated on the Employment Plan/Career Plan or LD Evaluation.	Review of participant file
12.	FR	3	Review available labor market and occupational data to determine if desired employment goals are appropriate for the participant.	GN6014 or LD Evaluation shows evidence that the labor market information available to the assessor was consulted.	Review of participant file.
13.	FR	5	Use appropriate assessment instruments according to LACOE guidelines.	Test results are maintained in the participant file.	Review of participant file

\*FR = File Review, C = Computer, ISV = Intensive Site Visit, DR = Desk Review

**PERFORMANCE REQUIREMENT SUMMARY FOR VOCATIONAL ASSESSMENT AND LEARNING DISABILITIES EVALUATION  
SERVICE PROVIDERS**

	Type*	Wt.	Monitoring Attribute	Evidence of Compliance	Method of Monitoring
14.	FR	1	If participant refuses to comply with any of the barriers screenings, the GN6136 (Refusal Form) is completed and signed appropriately.	Documentation is in participant file.	Review of participant file
15.	FR	5	Barriers Screening instruments are located in the participant file.	Instruments are located in participant file.	Review of participant file
16.	FR	5	Domestic Violence instrument is administered by assessor and signed by participant	Domestic Violence instrument is completed and in participant folder.	Review of participant file
17.	FR	5	If the participant discloses domestic abuse a request for a referral for domestic violence services is faxed to the appropriate party on the same day when the abuse is reported.	Documentation that call was made and fax was sent in participant file.	Review of participant file
18.	FR	5	Substance Abuse instrument is administered to the participant	Documentation in folder.	Review of participant file
19.	FR	5	Mental Health instrument is administered to participant.	Documentation in folder.	Review of participant file
20.	FR	3	If threshold is reached in substance abuse or mental health, participant is referred back to GSW for a clinical assessment within one workday.	Documentation is in participant file.	Review of participant file
21.	FR	3	Interview form completed to the extent possible.	Interview form completed and in participant file.	Review of participant file
22.	FR	5	Contractor shall report all suspected or actual fraud in writing to DPSS within 3 workdays.	Written evidence is available and timelines are documented in the participant file.	Review of participant file
23.	FR	1	GN6006 (Referral Form) is signed and dated by the assessor.	Form is signed and dated and in the participant file.	Review of participant file
24.	C	1	Assessment appointment scheduled within 5 business days of telephone referral.	Time between appointment date and referral date is less than or equal to 5 business days.	Computer analysis of data.
25.	C	1	GN6007 is returned within 3 business days if participant failed to appear for initial appointment or failed to cooperate.	Time between appointment date and return date is less than or equal to 3 business days.	Computer analysis of data.
26.	C	1	GN6006 is returned to GSW within 5 business days of first appointment attended date.	Time between appointment date and return date is less than or equal to 3 business days.	Computer analysis of data.
27.	C	5	Employment Plan completed within 2 business days following the completion of the assessment appointments.	Time between appointment date and completion of Employment Plan is less than or equal to 2 business days.	Computer analysis of data.
28.	C	3	GN6013 (Disposition Form) returned to GSW within 5 business days of initial appointment date.	Time between appointment date and return date is less than or equal to 5 business days.	Computer analysis of data.
29.	C	5	GN6014 (Employment Plan/Career Plan) returned to GSW within 5 business days of initial appointment date.	Time between appointment date and return date is less than or equal to 5 business days.	Computer analysis of data.
30.	C	5	LD Evaluation returned to GSW within 5 business days of initial appointment.	Time between appointment date and return date is less than or equal to 5 business days.	Computer analysis of data.

\*FR = File Review, C = Computer, ISV = Intensive Site Visit, DR = Desk Review

**PERFORMANCE REQUIREMENT SUMMARY FOR VOCATIONAL ASSESSMENT AND LEARNING DISABILITIES EVALUATION  
SERVICE PROVIDERS**

	Type*	Wt.	Monitoring Attribute	Evidence of Compliance	Method of Monitoring
31.	C	5	Partial Final Memo Form returned within 5 business days of initial appointment date.	Time between appointment date and return date is less than or equal to 5 business days.	Computer analysis of data.
32.	C	5	Third Party Referral Form returned within 5 business days if assessor and participant are unable to reach an agreement in development of the Employment Plan/Career Plan.	Time between disagreement date and Third Party Referral Form sent date is less than or equal to 5 business days.	Computer analysis of data.
33.	ISV	1	Liaison is available between the hours of 8:00 a.m. and 5:00 p.m.	Someone is available to take referrals during the program hours.	Spot check calls.
34.	ISV	3	Participants receive an orientation to the assessment program that includes, at a minimum, an explanation of the following: 1) purpose of the GAIN/GROW program, 2) the GAIN philosophy, and 3) the goals of the GAIN assessment program.	Evidence is demonstrated during the Orientation phase of the assessment.	Direct observation.
35.	ISV	3	During the Information Gathering and Test phase of the assessment, an appropriate testing environment is maintained (i.e., proper lighting, test instructions, timing of tests).	Evidence is demonstrated during the Information Gathering and Testing phase of the assessment.	Direct observation.
36.	ISV	5	Test results were scored, analyzed, and discussed with participant.	Evidence is demonstrated at the Vocational Guidance Interview.	Direct observation.
37.	ISV	5	Employment Plan/Career Plan is developed and reviewed with participant.	Evidence is demonstrated at the Vocational Guidance Interview.	Direct observation.
38.	ISV	5	The assessor has reviewed with the participant the Informed Choice Verification section of the Employment Plan/Career Plan.	Evidence is demonstrated at the Vocational Guidance Interview.	Direct observation.
39.	ISV	1	"Nondiscrimination in Services" poster is displayed in a prominent place.	Poster is displayed where participants can see it.	Review of site.
40.	ISV	1	5 year file retention plan being followed.	Agency has a retention plan.	Review of retention plan. Inspection of retention plan (optional).
41.	ISV	3	Participant assessment files are maintained in a confidential and secure manner.	Participant files are stored in a locked file cabinet and are not left unattended in public areas.	Review of participant files storage.
42.	DR	NA	Staff Background Form completed by each assessor who meets contract requirements.	Documentation is on file with LACOE.	Review of documentation file.
43.	DR	NA	Confidentiality procedures are being followed.	All staff working under the contract have completed and submitted a confidentiality agreement to LACOE.	Review of confidentiality file and agency staffing.
44.	DR	NA	Computer data will be received by LACOE within 5 business days of the first day of the month.	Data is received by LACOE by the 5 <sup>th</sup> workday of the month.	Data is transferred to LACOE computer system.

\*FR = File Review, C = Computer, ISV = Intensive Site Visit, DR = Desk Review

**TECHNICAL EXHIBIT 1B**  
**PERFORMANCE REQUIREMENT SUMMARY FOR ASSESSMENT SERVICE PROVIDERS**  
**(CAREER ASSESSMENT)**

Page 1 of 3

		Wt.	Monitoring Attributes	CO*	TP*	PF*	NS*	CA*
<b>FILE REVIEW</b>	1.	5	A file folder is maintained for each participant.	✓	✓	✓	✓	✓
	2.	3	GN6007 is completed.				✓	
	3.	3	GN6013 is completed.	✓	✓	✓		
	4.	5	Partial Final Memo Form is completed.			✓		
	5.	5	Third Party Assessment Memo Form is completed.		✓			
	6.	5	GN6014 is completed.	✓	✓			
	7.	5	Primary and secondary employment goals determined.	✓	✓			
	8.	3	The OES codes for each goal are identified.	✓	✓			
	9.	3	Labor market reviewed.	✓	✓			
	10.	5	Assessment instruments.	✓	✓			
	11.	1	GN6136 (Refusal Form) for barriers screenings.	✓	✓			
	12.	5	Mental Health instrument is administered.	✓	✓			
	13.	5	Substance Abuse instrument is administered.	✓	✓			
	14.	5	Domestic Violence instrument is administered.	✓	✓			
	15.	5	Domestic Violence referral is faxed.	✓	✓			
	16.	5	Mental Health referral is made as needed.	✓	✓			
	17.	3	Substance Abuse referral is made as needed.	✓	✓			
	18.	3	Interview thoroughly completed.	✓	✓	✓		
	19.	5	Report all suspected fraud.	✓	✓	✓		
	20.	1	GN6006 (referral Form) is in file.	✓	✓	✓		
<b>COMPUTER</b>	1.	1	Appointment scheduled within 5 business days.	✓	✓	✓	✓	✓
	2.	1	GN6007 returned within 3 business days.				✓	
	3.	1	GN6006 returned within 5 business days.	✓	✓	✓		
	4.	5	Employment Plan completed within 2 business days.	✓				
	5.	3	GN6013 returned within 5 business days.	✓	✓	✓		
	6.	5	GN6014 returned within 5 business days.	✓	✓			
	7.	5	Partial Final Memo returned within 5 business days.			✓		
	8.	5	Third Party Referral Form returned within 5 business days.		✓			
<b>Total Weighted Attribute Points:</b>				<b>82</b>	<b>87</b>	<b>32</b>	<b>10</b>	<b>6</b>
<b>Total Attributes (Number):</b>				<b>22</b>	<b>23</b>	<b>10</b>	<b>4</b>	<b>2</b>

\*CO = Completion, LDD = Learning Disability Diagnosis Referral, PF = Partial Final, NS = No Show, CA = Cancelled

**TECHNICAL EXHIBIT 1B**  
**PERFORMANCE REQUIREMENT SUMMARY FOR ASSESSMENT SERVICE PROVIDERS**  
**(VOCATIONAL ASSESSMENT)**

Page 2 of 3

		Wt.	Monitoring Attributes	CO*	TP*	PF*	NS*	CA*
<b>FILE REVIEW</b>	1.	5	A file folder is maintained for each participant.	✓	✓	✓	✓	✓
	2.	3	GN6007 is completed.				✓	
	3.	3	GN6013 is completed.	✓	✓	✓		
	4.	5	Partial Final Memo Form is completed.			✓		
	5.	5	Third Party Assessment Memo Form is completed.		✓			
	6.	5	GN6014 is completed.	✓	✓			
	7.	5	Primary and secondary employment goals determined.	✓	✓			
	8.	3	The OES codes for each goal are identified.	✓	✓			
	9.	3	Labor market reviewed.	✓	✓			
	10.	5	Assessment instruments.	✓	✓			
	11.	1	GN6136 (Refusal Form) for barriers screenings.	✓	✓			
	12.	5	Mental Health instrument is administered.	✓	✓			
	13.	5	Substance Abuse instrument is administered.	✓	✓			
	14.	5	Domestic Violence instrument is administered.	✓	✓			
	15.	5	Domestic Violence referral is faxed.	✓	✓			
	16.	5	Mental Health referral is made as needed.	✓	✓			
	17.	3	Substance Abuse referral is made as needed.	✓	✓			
	18.	3	Interview thoroughly completed.	✓	✓	✓		
	19.	5	Report all suspected fraud.	✓	✓	✓		
	20.	1	GN6006 (referral Form) is in file.	✓	✓	✓		
<b>COMPUTER</b>	1.	1	Appointment scheduled within 5 business days.	✓	✓	✓	✓	✓
	2.	1	GN6007 returned within 3 business days.				✓	
	3.	1	GN6006 returned within 5 business days.	✓	✓	✓		
	4.	5	Employment Plan completed within 2 business days.	✓				
	5.	3	GN6013 returned within 5 business days.	✓	✓	✓		
	6.	5	GN6014 returned within 5 business days.	✓	✓			
	7.	5	Partial Final Memo returned within 5 business days.			✓		
	8.	5	Third Party Referral Form returned within 5 business days.		✓			
<b>Total Weighted Attribute Points:</b>				<b>82</b>	<b>87</b>	<b>32</b>	<b>10</b>	<b>6</b>
<b>Total Attributes (Number):</b>				<b>22</b>	<b>23</b>	<b>10</b>	<b>4</b>	<b>2</b>

\*CO = Completion, LDD = Learning Disability Diagnosis Referral, PF = Partial Final, NS = No Show, CA = Cancelled

**TECHNICAL EXHIBIT 1B**  
**PERFORMANCE REQUIREMENT SUMMARY FOR ASSESSMENT SERVICE PROVIDERS**  
**(LEARNING DISABILITIES EVALUATION)**

Page 3 of 3

		Wt.	Monitoring Attributes	CO*	LDD*	PF*	NS*	CA*
<b>FILE REVIEW</b>	1.	5	A file folder is maintained for each participant.	✓	✓	✓	✓	✓
	2.	3	GN6007 is completed.				✓	
	3.	3	GN6013 is completed.	✓	✓	✓		
	4.	5	Partial Final Memo Form is completed.			✓		
	5.	5	LD Evaluation is completed.	✓	✓			
	6.	5	Three employment goals determined.	✓	✓			
	7.	3	The OES codes identified.	✓	✓			
	8.	3	Labor market reviewed.	✓	✓			
	9.	5	Assessment instruments.	✓	✓			
	10.	1	GN6136 (Refusal Form) for barriers screenings.	✓	✓			
	11.	5	Mental Health instrument is administered.	✓	✓			
	12.	5	Substance Abuse instrument is administered.	✓	✓			
	13.	5	Domestic Violence instrument is administered.	✓	✓			
	14.	5	Domestic Violence referral is faxed.	✓	✓			
	15.	3	Mental Health referral is made as needed.	✓	✓			
	16.	3	Substance Abuse referral is made as needed.	✓	✓			
	17.	3	Interview thoroughly completed.	✓	✓	✓		
	18.	5	Report all suspected fraud.	✓	✓	✓		
	19.	5	Referral made to Diagnosis to resolve dispute or if threshold is reached.	✓	✓			
	20.	5	Diagnosis results are integrated into LD Evaluation.		✓			
	21.	1	GN6006 (referral Form) is in file.	✓	✓	✓		
<b>COMPUTER</b>	1.	1	Appointment scheduled within 5 business days.	✓	✓	✓	✓	✓
	2.	1	GN6007 returned within 3 business days.				✓	
	3.	1	GN6006 returned within 5 business days.	✓	✓	✓		
	4.	5	LD Evaluation Report completed within 5 business days.	✓				
	5.	3	GN6013 returned within 5 business days.	✓	✓	✓		
	6.	5	LD Evaluation returned within 5 business days.	✓	✓			
	7.	5	Partial Final Memo returned within 5 business days.			✓		
<b>Total Weighted Attribute Points:</b>				<b>80</b>	<b>85</b>	<b>32</b>	<b>10</b>	<b>6</b>
<b>Total Attributes (Number):</b>				<b>22</b>	<b>23</b>	<b>10</b>	<b>4</b>	<b>2</b>

\*CO = Completion, LDD = Learning Disability Diagnosis Referral, PF = Partial Final, NS = No Show, CA = Cancelled

**TECHNICAL EXHIBIT 2**  
**CONTRACT DISCREPANCY REPORT**

**TECHNICAL EXHIBIT 2**  
**CONTRACT DISCREPANCY REPORT**

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

Prepared \_\_\_\_\_

Returned by Contractor \_\_\_\_\_

Action Completed \_\_\_\_\_

**DISCREPANCY OR PROBLEMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of CCA

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE** (Cause and Corrective Action) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Manager

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COUNTY ACTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor Notified of Action: \_\_\_\_\_

Signature of County Contract Administrator \_\_\_\_\_

Contractor Manager \_\_\_\_\_

**TECHNICAL EXHIBIT 3**  
**GAIN/GROW/REP CONTRACTOR CIVIL RIGHTS**  
**COMPLAINT ACTIVITY REPORT**

**TECHNICAL EXHIBIT 3****GAIN/GROW/REP CONTRACTOR  
CIVIL RIGHTS COMPLAINT ACTIVITY REPORT****MONTH :** \_\_\_\_\_**I. IDENTIFYING INFORMATION**\_\_\_\_\_  
Name of Contractor\_\_\_\_\_  
Contractor ID Number\_\_\_\_\_  
Address\_\_\_\_\_  
Contact Person\_\_\_\_\_  
Telephone Number**II. SOURCE OF NEW COMPLAINTS**

DPSS \_\_\_\_\_

GAIN/GROW/REP Participant \_\_\_\_\_

Other: \_\_\_\_\_ +

**Total Received** \_\_\_\_\_**III. INVESTIGATION ACTIVITY****Number**

Carried over from prior month

\_\_\_\_\_

Received during the month

\_\_\_\_\_

**Total on hand during month**

\_\_\_\_\_

Finalized during the month  
(For Disposition, refer to Section IV)

\_\_\_\_\_

**Total on hand at the end of month:**

\_\_\_\_\_

Distribution: Original 3 copies to DPSS, Fourth copy kept on file by Contractor for 4 years

**TECHNICAL EXHIBIT 3**

**IV. INVESTIGATION/COMPLAINT DISPOSITION**

<b>Date Received</b>	<b>Case Name</b>	<b>Case Number</b>	<b>Alleged Basis Of Discrimination</b>	<b>Subcontractor Name</b>	<b>Disposition</b>

**TECHNICAL EXHIBIT 4**  
**MONTHLY MANAGEMENT REPORT**

## **TECHNICAL EXHIBIT 4**

Page 1 of 2

### **LOS ANGELES COUNTY OFFICE OF EDUCATION**

#### **MONTHLY MANAGEMENT REPORT (MMR-1)**

**CONTRACT: GAIN/GROW/REP Vocational Assessment Services**

**Report Month:** \_\_\_\_\_

**Year:** \_\_\_\_\_

**TO:** Los Angeles County Department of Public Social Services

**FROM:** LACOE - GAIN/GROW Division

The following is a summary of LACOE Intermediary/Vocational Assessment activities:

#### **1.0 Assessment Service Provider Site Reviews:\***

\_\_\_\_\_ Site reviews were conducted by the Vocational Assessment Intermediary staff.

\_\_\_\_\_ Which of the fourteen (14) required service provider functions are found to be successfully implemented?

\_\_\_\_\_ Which of the fourteen (14) required service provider functions are not being successfully implemented?

The required service provider functions that are not being successfully implemented are listed below:

Required Function	# of sites where function found to be unsuccessfully implemented	Reasons for service provider implementation problems

\* Contractor shall provide a Contract Compliance Monthly Monitoring Report (MMR-2) for each site monitored and include it as an attachment to this report.

#### **2.0 List of Occupations and Number Selected in this Monitoring Month:**

Occupation Title	Number

## **TECHNICAL EXHIBIT 4**

Page 2 of 2

(MMR-1)

### **3.0 New Vocational Assessment Service Provider Contracts:**

3.1 Start Date:

3.2 Service Provider Name (Agency or Company Title)

3.3 Service Provider Address

3.4 Name of Service Provider Contact or Liaison

3.5 Telephone: \_\_\_\_\_  
Area Number Extension

3.6 Public Agency \_\_\_\_\_ Community Based Agency \_\_\_\_\_

### **4.0 Vocational Assessment Vacancies:**

Number of openings for vocational assessment referrals for those service providers reviewed (Reported by GAIN Region):

Region II: \_\_\_\_\_ Region III: \_\_\_\_\_ Region IV: \_\_\_\_\_

Region V: \_\_\_\_\_ Region VI: \_\_\_\_\_

### **5.0 GAIN Orientation In-Service Programs:**

\_\_\_\_\_ GAIN orientation in-service programs were conducted

\_\_\_\_\_ Vocational assessment service providers attended the GAIN orientation in-service programs

### **6.0 Completed Assessments:**

\_\_\_\_\_ Completed Assessments

\_\_\_\_\_ Partial Assessments

### **7.0 Special Concerns:**

**TECHNICAL EXHIBIT 5**  
**GAIN/GROW/REP PARTICIPANT ASSESSMENT QUESTIONNAIRE**

## TECHNICAL EXHIBIT 5

Dear GAIN/GROW/REP Participant:

Congratulations on completing the GAIN/GROW/REP Assessment Program. Please respond to the following questions in order to help us improve our services.

- |    |   | Yes                      | No                       |
|----|---|--------------------------|--------------------------|
| 1. | Was assessment a positive experience for you?.....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Did your assessor tell you that the purpose of the assessment.....<br>was to develop a plan to help you move to full-time<br>employment and self-sufficiency? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | As a result of today's activities, do you know more about yourself.....<br>and your plans for the future?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Were you treated with courtesy and respect?.....  | <input type="checkbox"/> | <input type="checkbox"/> |

Please write down any comments about today's assessment experience

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Sincerely,

Randy McCauley, Program Manager  
LACOE GAIN/GROW Vocational Assessment

**EXHIBIT B**  
**CONTRACTOR'S BUDGET**

**EXHIBIT C**  
**CONTRACTOR'S**  
**EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

## **EXHIBIT C**

### **CONTRACTOR'S EEO CERTIFICATION**

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Contractor's Name

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Address

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Internal Revenue Service Employer Identification Number

#### **GENERAL CERTIFICATION**

In accordance with ***Section 4.32.010 of the Code of the County of Los Angeles***, the Contractor, Supplier, or Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

#### **CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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Authorized Official's Printed Name and Title

---

Authorized Official's Signature

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Date

**EXHIBIT D**  
**COUNTY'S ADMINISTRATION**

**EXHIBIT D**

**COUNTY'S ADMINISTRATION**

**CONTRACTOR'S NAME:** Los Angeles County Office of Education

**CONTRACT NUMBER:**

**COUNTY CONTRACT MANAGER:**

Name: Jake Ross  
Title: County Contract Manager  
Address: 12900 Crossroads Parkway South, East Annex, 2<sup>nd</sup> floor  
City of Industry, CA 91746  
Telephone: (562) 908-4451  
Facsimile: (562) 908-0590  
E-Mail Address: jakeross@dpss.laCounty.gov

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Nha Le  
Title: County Contract Administrator  
Address: 12900 Crossroads Parkway South, East Annex, 2<sup>nd</sup> floor  
City of Industry, CA 91746  
Telephone: (562) 908-3528  
Facsimile: (562) 908-0590  
E-Mail Address: nhale@dpss.laCounty.gov

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: Sergio Garcia  
Title: County Contract Program Monitor  
Address: 12900 Crossroads Parkway South, East Annex, 2<sup>nd</sup> floor  
City of Industry, CA 91746  
Telephone: (562) 908-3565  
Facsimile: (562) 908-0590  
E-Mail Address: sergiogarcia@dpss.laCounty.gov

**EXHIBIT E**  
**CONTRACTOR'S ADMINISTRATION**

## **EXHIBIT E**

### **CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S NAME:** Los Angeles County Office of Education

**CONTRACT NUMBER:**

**CONTRACTOR MANAGER:**

Name: Steve Yamarone  
Title: Director, LACOE GAIN/GROW Division  
Address: 9525 E. Imperial Highway  
Downey, CA 90242-3009  
Telephone: (562) 922-8664  
Facsimile: (562) 922-8686  
E-Mail Address: Yamarone\_Steve@laoe.edu

**CONTRACTOR'S AUTHORIZED OFFICIAL OR DESIGNEE:**

Name: Patricia Smith  
Title: Director, Business Operations  
Address: 9300 E. Imperial Highway, ECC 104  
Downey, CA 90242-3009  
Telephone: (562) 803-8291  
Facsimile: (562) 803-8333  
E-Mail Address: Smith\_Patricia@laoe.edu

**Notices to Contractor shall be sent to the following address:**

Name: Steve Yamarone  
Title: Director, LACOE GAIN/GROW Division  
Address: 9525 E. Imperial Highway  
Downey, CA 90242-3009  
Telephone: (562) 922-8664  
Facsimile: (562) 922-8686  
E-Mail Address: Yamarone\_Steve@laoe.edu

**EXHIBIT F**  
**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT**  
**AND CONFIDENTIALITY AGREEMENT**

## **EXHIBIT F-1**

### **CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME: \_\_\_\_\_ CONTRACT No.: \_\_\_\_\_

#### **GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

#### **CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent Contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

#### **CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement and acknowledgment may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

CONFLICT OF INTEREST POLICY:

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)
- Cash Assistance Program for Immigrants (CAPI)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER \_\_\_\_\_, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

## **EXHIBIT F-2**

### **CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME: \_\_\_\_\_ CONTRACT No.: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

#### **GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

#### **EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

#### **CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

CONFLICT OF INTEREST POLICY:

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)
- Cash Assistance Program for Immigrants (CAPI)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER \_\_\_\_\_, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

## **EXHIBIT F-3**

### **CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME: \_\_\_\_\_ CONTRACT No.: \_\_\_\_\_

NON-EMPLOYEE NAME: \_\_\_\_\_

#### **GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

#### **NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

#### **CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

CONFLICT OF INTEREST POLICY:

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)
- Cash Assistance Program for Immigrants (CAPI)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER \_\_\_\_\_, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**EXHIBIT G**

**JURY SERVICE ORDINANCE**

**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

Page 1 of 3

**2.203.010 Findings.**

The board of supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A.** “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B.** “Employee” means any California resident who is a full-time employee of a Contractor under the laws of California.
- C.** “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:

  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or State law or a condition of a federal or State program mandates the use of a particular Contractor; or
  - 3. A purchase made through a State or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D.** “Full-time” means 40 hours or more worked per week or a lesser number of hours if:
- 1.** The lesser number is a recognized industry standard as determined by the Chief Administrative Officer, or
  - 2.** The Contractor has a long-standing practice that defines the lesser number of hours as full-time.
- E.** “County” means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002).

### **2.203.030 Applicability.**

This chapter shall apply to Contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to Contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002).

### **2.203.040 Contractor Jury Service Policy.**

A Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

### **2.203.050 Other Provisions.**

- A.** Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B.** Compliance Certification. At the time of seeking a contract, a Contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002).

### **2.203.060 Enforcement and Remedies.**

For a Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

- A.** Recommend to the board of supervisors the termination of the contract; and/or,
- B.** Pursuant to chapter 2.202, seek the debarment of the Contractor. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.070. Exceptions.**

- A.** Other Laws. This chapter shall not be interpreted or applied to any Contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B.** Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C.** Small Business. This chapter shall not be applied to any Contractor that meets all of the following:
  - 1.** Has ten or fewer employees during the contract period; and,
  - 2.** Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3.** Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002).

### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **EXHIBIT G**

### **COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The Contractor is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Contractors, whether a Contractor or Subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Contractor is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I. Attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

#### **Part I: Jury Service Program is Not Applicable to My Business**

My business does not meet the definition of "Contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

#### **Part II: Certification of Compliance**

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents **or** my company will have and adhere to such a policy prior to award of the Contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

## **EXHIBIT H**

### **SAFELY SURRENDERED BABY LAW**

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

[www.babysafela.org](http://www.babysafela.org)

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**EXHIBIT I**

**PROPOSALS/GROUNDS FOR REJECTION**

## EXHIBIT I

### PROPOSALS/GROUNDS FOR REJECTION

**Los Angeles County Code Chapter 2.180 "Contracts Prohibited"** sets forth, among other things, the following:

Notwithstanding any other section of this **Code**, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such Contract:

- (A) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (B) Profit making firms or businesses in which employees described in **Subsection (A)** serve as officers, principals, partners or major shareholders;
- (C) Persons who, within the immediately preceding twelve (12) months, came within the provisions of **Subsection (A)**, and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (D) Profit making firms or businesses in which the former employees described in **Subsection (C)** serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of this Contract do not fall within scope of **Code Section 2.180** as outlined above.

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Name and Title of Signer

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Signature

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Date

**EXHIBIT J**  
**CONTRACTOR'S**  
**NON-DISCRIMINATION IN SERVICE CERTIFICATION**

## **EXHIBIT J**

### **CONTRACTOR'S NON-DISCRIMINATION IN-SERVICE STATEMENT**

**CONTRACTOR's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Internal Revenue Service Employer Identification Number:** \_\_\_\_\_

#### **GENERAL**

In accordance with **Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1980***, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

#### **CONTRACTOR'S CERTIFICATION**

- |    |   | (Circle one)     |
|----|---|------------------|
|    |   | <b>Yes    No</b> |
| 1. | The CONTRACTOR has a written policy statement prohibiting discrimination in providing services and benefits.  |                  |
| 2. | The CONTRACTOR periodically monitors the equal provision of services to ensure non-discrimination.  |                  |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the CONTRACTOR has a system for taking reasonable corrective action within a specified length of time. |                  |

Authorized Official's Printed Name and Title: \_\_\_\_\_

Authorized Official's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT K**  
**ATTESTATION TO WILLINGNESS**  
**TO CONSIDER GAIN/GROW PARTICIPANTS**

## **EXHIBIT K**

### **ATTESTATION TO WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for Services Purchase Order Contract award, vendors shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors shall complete, sign, and return with their quotation this attachment form entitled "Attestation of Willingness to Consider GAIN/GROW Participants." Vendors who are unable to meet this requirement shall not be considered for Purchase Order award.

Vendor shall complete all of the following information, sign, at the indicated location, and return this form:

- A.** Vendor has a proven record of hiring GAIN/GROW participants:

☐ **YES**      ☐ **NO**

(Subject verification by COUNTY)

- B.** Vendor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that vendor is willing to interview qualified GAIN/GROW participants:

☐ **YES**      ☐ **NO**

If YES, state the name and phone number of the person whom the COUNTY may contact to refer GAIN/GROW participants: \_\_\_\_\_.

- C.** Vendor is willing to provide employed GAIN/GROW participants access to its employee mentoring program, if available:

☐ **YES**      ☐ **NO**      ☐ **N/A** (program not available)

VENDOR

\_\_\_\_\_  
(Type or Print Name of Firm)

By: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

Type or Print Title: \_\_\_\_\_

**EXHIBIT L**

**SAMPLE MONTHLY INVOICE FORMAT**

**EXHIBIT L**

**MONTHLY INVOICE FOR 1/12TH OF ANNUAL PRORATED AMOUNT**

**GAIN/GROW/REP VOCATIONAL ASSESSMENT SERVICES**

Invoice Number: \_\_\_\_\_

Management and Monitoring of Subcontracts

Invoice Date: \_\_\_\_\_

GAIN/REP PROGRAM or GROW PROGRAM

Invoice Month (mo/yr): \_\_\_\_\_

Contract Number: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

Vendor Name/Address: \_\_\_\_\_

Vendor SSN or Taxpayer ID Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**INVOICE DUE ON THE 15<sup>TH</sup> OF THE MONTH FOLLOWING THE MONTH OF SERVICES:**

INVOICE AMOUNT REQUESTED: \$ \_\_\_\_\_

\_\_\_\_\_  
Contractor's Authorizing Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Contract Administrator's Approval Signature

\_\_\_\_\_  
Date

**NOTE: The CONTRACTOR's Management and Monitoring Reports shall be attached to this invoice.**

**FOR DPSS FINANCE DIVISION/AUDITOR-CONTROLLER USE ONLY**

Fund Org.	Acct. Comment	Task	Option	Charge	Amount	P/F	Comment

**EXHIBIT M**

**SAMPLE QUARTERLY RECONCILIATION INVOICE FORMAT**

## EXHIBIT M

### QUARTERLY INVOICE FOR 85% OF ACTUAL COSTS

#### GAIN/GROW/REP VOCATIONAL ASSESSMENT SERVICES

Invoice Number: \_\_\_\_\_

Management and Monitoring of Subcontracts

Invoice Date: \_\_\_\_\_

GAIN/REP PROGRAM or GROW PROGRAM

Invoice Quarter: \_\_\_\_\_  
mo/yr through mo/yr

Contract Number: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

Vendor Name/Address: \_\_\_\_\_  
\_\_\_\_\_

Vendor SSN or Taxpayer ID Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

#### INVOICE DUE AT THE END OF THE MONTH FOLLOWING THE END OF THE QUARTER:

#### I. AMOUNT UNDERPAID/OVERPAID FOR INVOICE QUARTER:

Month/Year	A Amount <u>Already Invoiced</u>	B Quarter Total <u>Actual Expenditures</u>	C County <u>Under/Overpayment (A-B)</u>
Jan. 2013	\$ _____	\$ _____	\$ _____
Feb. 2013	\$ _____	\$ _____	\$ _____
Mar. 2013	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

**II. COMPUTATION OF ADJUSTABLE UNDERPAYMENT/OVERPAYMENT:**

**A. Underpayment:**

- 1. If the Total in I, Column C Resulted in a County Underpayment  
Enter the Amount: \$ \_\_\_\_\_
- 2. Enter Unadjusted Prior Quarter Total Overpayment: \$ \_\_\_\_\_
- 3. Total Amount Due to Contractor, (1 minus 2)  
County to Issue Supplemental Payment: \$ \_\_\_\_\_

**B. Overpayment:**

- 1. If the Total I, Column C Resulted in a County Overpayment  
Enter the Amount: \$ \_\_\_\_\_
- 2. Unadjusted Prior Quarter Total County Overpayment:: \$ \_\_\_\_\_
- 3. Total Amount Due to County, (1 plus 2)  
County to Adjust Future Invoice/Payment:: \$ \_\_\_\_\_

**EXHIBIT N**

**INTERNAL REVENUE SERVICE NOTICE 1015**

# **EXHIBIT N**



Department of the Treasury  
Internal Revenue Service

## **Notice 1015**

(Rev. December 2011)

### **Have You Told Your Employees About the Earned Income Credit (EIC)?**

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#### **What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

#### **Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

#### **How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

#### **How Will My Employees Know If They Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### **How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

#### **Can My Employees Get Advance EIC Payments?**

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

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Notice 1015 (Rev. 12-2011)  
Cat. No. 205901

**EXHIBIT O**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

## EXHIBIT O

### CERTIFICATION OF NO CONFLICT OF INTEREST

The *Los Angeles County Code, Section 2.180.010*, provides as follows:

#### CONTRACTS PROHIBITED

Notwithstanding any other section of this **Code**, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such Contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in **Number 1** serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of **Number 1**, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the Contract; or
  - b. Participated in any way in developing the Contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in **Number 3**, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

---

Contractor's Name

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Contractor's Official Title

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Official's Signature

**EXHIBIT P**

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE**

**CERTIFICATION**

**EXHIBIT P**

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE  
CERTIFICATION**

The Proposer certifies that:

- 1)** It is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2)** That all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3)** It is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:\_\_\_\_\_Date:\_\_\_\_\_

**EXHIBIT Q**

**CIVIL RIGHTS RESOLUTION AGREEMENT**

## **EXHIBIT Q**

### **CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS RESOLUTION AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, «Company», agree to comply with *the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX*. We, «Company», also agree to comply with the following Civil Rights provisions: *Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21*; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a Contractor with DPSS, «Company», agrees to comply with the provisions set forth in *the Resolution Agreement* aforementioned. Further, «Company», agrees to comply with the requirements of *the Resolution Agreement* and «Company» understands that it is necessary to ensure their respective public contact staff receives the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of *the Resolution Agreement*.

By signing this form, we, «Company», agree to the aforementioned.

---

Contractor's Signature

---

Date

---

Contractor's Address

## EXHIBIT Q-1

### CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS FOR CONTRACTORS/VENDORS

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into ***an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services Region IX*** placing new requirements on DPSS and DPSS' Contractors. As part of those requirements, DPSS will expand its role in training Contractor staff that works with DPSS CalWORKs participants, on Civil Rights requirements.

Contractors shall comply with the terms of ***the Resolution Agreement*** as directed by DPSS, which includes but is not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining records and record retention of all Civil Rights related correspondence to participants

## EXHIBIT Q-2

### CIVIL RIGHTS TRAINING REPORT

**Contractor:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contractor Manager:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Number of staff who attended Civil Rights Training:** \_\_\_\_\_

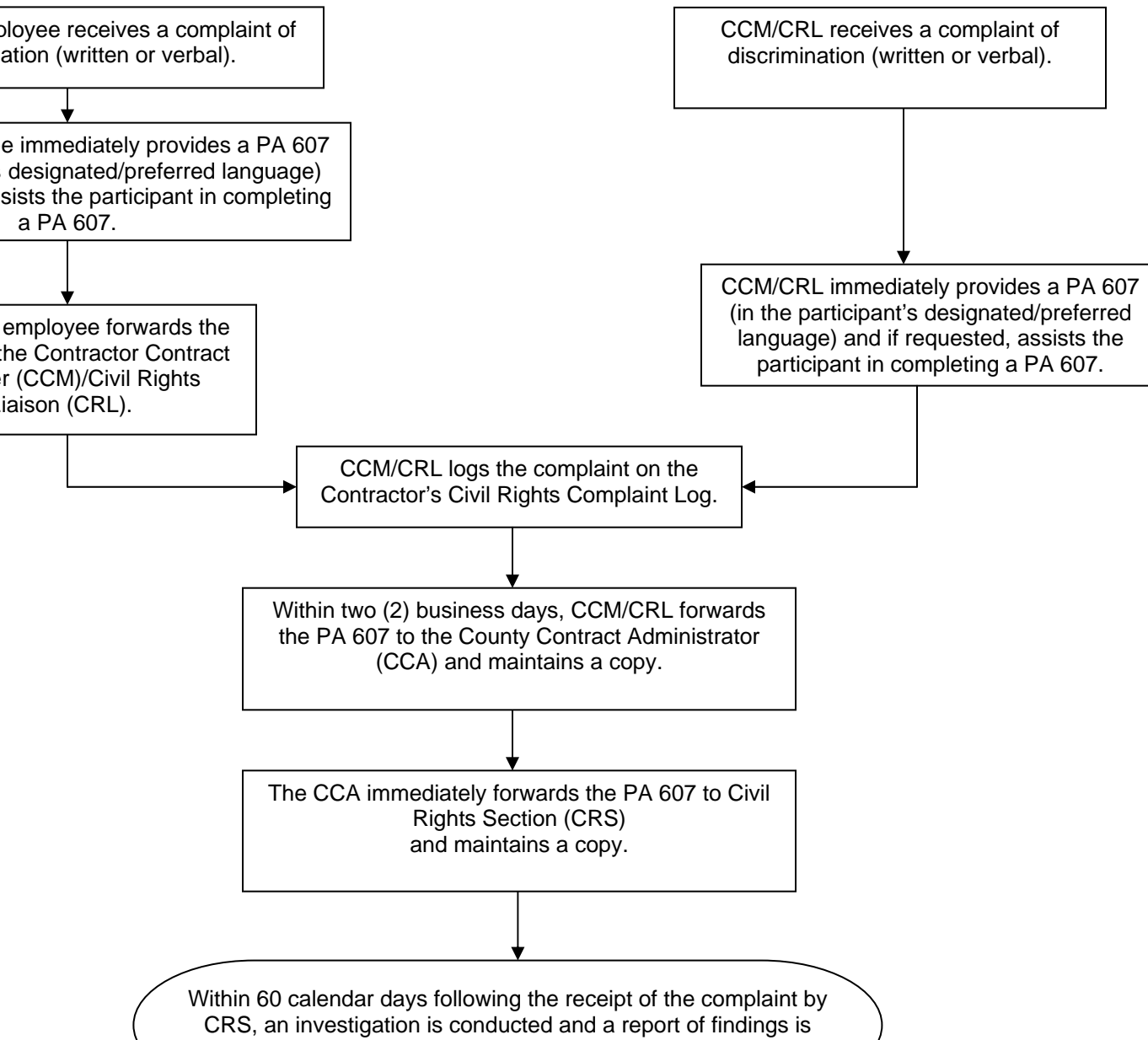
**Date of Civil Rights Training:** \_\_\_\_\_

**Miscellaneous Information:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT Q-3

### CIVIL RIGHTS COMPLAINT FLOWCHART



## EXHIBIT Q-4

County of Los Angeles

Department of Public Social Services

**COMPLAINT OF DISCRIMINATORY TREATMENT**

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES  
CIVIL RIGHTS SECTION  
12860 CROSSROADS PARKWAY SOUTH  
CITY OF INDUSTRY, CALIFORNIA 91746

**CASE NAME:**

**CASE NUMBER:**

I, \_\_\_\_\_, hereby file this complaint of discriminatory treatment  
(Please print your name) and request that an investigation be conducted.

**I believe I was discriminated against because of my:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> RACE                  | <input type="checkbox"/> DISABILITY         | <input type="checkbox"/> ETHNIC GROUP IDENTIFICATION |
| <input type="checkbox"/> NATIONAL ORIGIN       | <input type="checkbox"/> RELIGION           | <input type="checkbox"/> SEX                         |
| <input type="checkbox"/> MARITAL STATUS        | <input type="checkbox"/> AGE                | <input type="checkbox"/> COLOR                       |
| <input type="checkbox"/> POLITICAL AFFILIATION | <input type="checkbox"/> SEXUAL ORIENTATION | <input type="checkbox"/> DOMESTIC PARTNERSHIP        |

**DATE OF OCCURRENCE:** \_\_\_\_\_

**NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:**

\_\_\_\_\_  
\_\_\_\_\_

**THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Initial on the line  
above if you give  
consent.

**CONSENT GRANTED** — By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

\_\_\_\_\_  
Initial on the line  
above if you do  
not give consent.

**CONSENT DENIED** — I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

(SIGNATURE)

(DATE)

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PA – 607 (REVISED 06/11)

**EXHIBIT R**

**AGREEMENT**

**CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"  
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
OF 1996 (HIPAA) AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR  
ECONOMIC AND CLINICAL HEALTH ACT  
(BUSINESS ASSOCIATE AGREEMENT)**

**AGREEMENT  
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"  
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
OF 1996 (HIPAA) AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR  
ECONOMIC AND CLINICAL HEALTH ACT  
(BUSINESS ASSOCIATE AGREEMENT)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

**1.0 DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

- 1.4** Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5** Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6** “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7** “Minimum Necessary” refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8** “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9** “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.
- 1.10** “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

## 2.0 **OBLIGATIONS OF BUSINESS ASSOCIATE**

### 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

### 2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

- (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.
- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

**2.3** Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

**2.4** Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, Subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

- 2.4.1** Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.
- 2.4.2** Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 525  
Los Angeles, California 90012  
HIPAA@auditor.laCounty.gov  
(213) 974-2166

- (a)** The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b)** The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
  - (i)** A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - (ii)** A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (iii)** Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
  - (iv)** Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
  - (v)** A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
  - (vi)** The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 2.4.3 Request for Delay by Law Enforcement.** Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.
- 2.5 Mitigation of Harmful Effect.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.
- 2.6 Breach Notification.** Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
- (a)** Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
  - (b)** The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
    - (i)** A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - (ii)** A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    - (iii)** Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
    - (iv)** A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
    - (v)** Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
    - (vi)** The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7** Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8** Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9** Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10** Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

*[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]*

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure.

For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure.

Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification.** Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

### **3.0 OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity.** Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

### **4.0 TERM AND TERMINATION**

- 4.1 Term.** The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause.** In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a)** Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
  - (b)** Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
  - (c)** If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

#### 4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### 5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and Subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or Subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

**EXHIBIT S**

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

## EXHIBIT S

### CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

***The Nonprofit Integrity Act (SB 1262, Chapter 919)*** added requirements to ***California's Supervision of Trustees and Fundraisers for Charitable Purposes Act*** which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company:**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under ***California's Supervision of Trustees and Fundraisers for Charitable Purposes Act***. If Proposer engages in activities subjecting it to those laws during the term of a County Contract, it will timely comply with them and provide County a copy of its initial registration with ***the California State Attorney General's Registry of Charitable Trusts*** when filed.

**OR**

- ☐ Proposer or Contractor is registered with ***the California Registry of Charitable Trusts*** under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with ***the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586***.

---

Signature

---

Date

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Name and Title of Signer (please print)

**EXHIBIT T**

**GAIN/GROW/REP VOCATIONAL ASSESSMENT SERVICES  
CRIMINAL CONVICTION INFORMATION NOTICE AND CERTIFICATION**

## **EXHIBIT T**

### **GAIN/GROW/REP VOCATIONAL ASSESSMENT SERVICES CRIMINAL CONVICTION INFORMATION NOTICE AND CERTIFICATION**

All staff working under the GAIN/GROW/REP Vocational Assessment Services Contract with the Department of Public Social Services (DPSS) must read and sign this notice/certification prior to beginning work on this Contract, upon promotion and no less frequently than every three years.

The suitability of Staff who have been convicted of criminal acts and/or who have successfully completed probation or parole must be evaluated. Staff is required to truthfully and fully disclose criminal conviction(s). If you fail to disclose a criminal conviction, the Contract requires that you be removed from working on this Contract regardless of your work performance.

Due to the fact that legal terms by which criminal acts may be described differ among jurisdictions, the following is NOT a complete list of criminal convictions that may be considered in evaluating suitability to work on this Contract.

#### **I. ACCEPTABLE TO WORK ON CONTRACT**

- Disturbing the Peace
- Drunk Driving (Acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana
- Reckless Driving (Acceptable with a valid driver license)
- Trespassing

#### **II. ACCEPTABLE TO WORK ON CONTRACT AFTER STIPULATED TIME (INCLUDING SIMILAR CONVICTIONS AND “ATTEMPT”, ACCESSORY”, AND “CONSPIRACY” TO COMMIT ANY OF THE CRIMES LISTED BELOW)**

- |  |            |
|--|------------|
| • Assault and Battery                            | One year   |
| • Malicious Mischief                             | One year   |
| • Prostitution                                   | One year   |
| • Petty Theft                                    | Five years |
| • Receiving Stolen Property                      | Five years |
| • Shoplifting                                    | Five years |
| • Manslaughter                                   | Five years |
| • Possession of Narcotics and/or Dangerous Drugs | Five Years |

#### **III. DETERMINATION AFTER INVESTIGATION**

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

**EXHIBIT T****IV. NOT ACCEPTABLE TO WORK ON CONTRACT (INCLUDING SIMILAR CONVICTIONS AND "ATTEMPT", "ACCESSORY", AND "CONSPIRACY" TO COMMIT ANY OF THE CRIMES LISTED BELOW.)**

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Records
- Forgery
- Grand Theft
- Mass Murder
- Rape, including Sexual Battery
- Robbery
- Sale of narcotics and/or Dangerous Drugs (Includes Intent to Sell)
- Welfare Fraud

I have read and reviewed this Criminal Conviction Information Notice and Certification. I understand that if I have any convictions, I am to report the conviction(s) on this sheet. This includes, but is not limited to, those offenses listed above.

**In addition, I understand that I am to report all convictions that occur after the date I sign this Certification.**

I understand that any omission or misstatement of material fact used to secure a position working on this Contract shall be grounds for my removal from working on this Contract regardless of the time elapsed before discovery and work performance.

I understand that the processing of a criminal background check is part of the selection process and that my continued work under this Contract is contingent upon the results of my background check.

☐ I HAVE NOT BEEN CONVICTED OF ANY OF THE ABOVE OFFENSES.

☐ I HAVE BEEN CONVICTED OF THE FOLLOWING OFFENSE(S): \_\_\_\_\_

Conviction Date: \_\_\_\_\_

☐ I am currently on probation/parole. End date: \_\_\_\_\_

☐ I am no longer on probation/parole. My probation/parole terminated on: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Witnessed by: \_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date

## GAIN/REP/GROW VOCATIONAL ASSESSMENT SERVICES CONTRACT

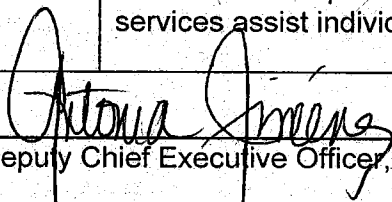
The estimated total cost for this contract is as follows:

	<b>Maximum Amount For Management Services Cost</b>	<b>Estimated Direct Service Cost</b>	<b>Total</b>	<b>Federal/State</b>	<b>NCC</b>
GAIN	\$1,592,500	\$15,562,500	\$17,155,000	(CWSA) \$17,155,000	\$0
	<b>Maximum Amount For Management Services Cost</b>	<b>Estimated Direct Service Cost</b>	<b>Total</b>	<b>Federal</b>	<b>NCC</b>
REP*		\$1,300,000	\$1,300,000	(RSS/TA) \$1,300,000	\$0
GROW	\$263,250	\$1,501,500	\$1,764,750	(CFET) \$801,196	\$963,554
<b>Total</b>	<b>\$1,855,750</b>	<b>\$18,364,000</b>	<b>\$20,219,750</b>	<b>\$19,256,196</b>	<b>\$963,554</b>
*Management Cost for REP will be absorbed in GAIN Management Cost Budget.				<b>95%</b>	<b>5%</b>

The direct services cost will be paid according to the following rates under subcontracts between LACOE and the subcontractors:

- Vocational Assessment: \$220 per full assessment and \$110 per partial assessment.
- Learning Disability Evaluation: \$600 per full evaluation and \$300 per partial evaluation. Should the utilization of learning disability services indicate that the cost would exceed \$250,000 per year, the Department will direct LACOE to reduce the payment rate sufficient to ensure the total annual cost for Learning Disability evaluations does not exceed \$250,000 in any FY.

## SOLE SOURCE CHECKLIST

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS <i>Identify applicable justification and provide documentation for each checked item..</i>
	▶ Only one bona fide source for the service exists; performance and price competition are not available.
	▶ Quick action is required (emergency situation).
	▶ Proposals have been solicited but no satisfactory proposals were received.
	▶ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	▶ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	▶ It is most cost-effective to obtain services by exercising an Option under an existing contract.
	▶ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
X	<p>▶ Other reason. Please explain:</p> <p>The California Department of Social Services Purchase of Service Regulations 23-650.14, states that contracts may be negotiated without formal advertising for any service rendered by a local government agency. The Los Angeles County Office of Education (LACOE) is a local government agency.</p> <p>LACOE provides vocational assessment services to participants of the GAIN, REP and GROW programs and learning disability evaluation and diagnosis services for GAIN and REP participants. LACOE has provided these services since 1990. These services assist individuals to move from welfare dependence to self-sufficiency.</p>
<div style="display: flex; justify-content: space-between;"> <div data-bbox="170 1176 665 1432">             Deputy Chief Executive Officer, CEO         </div> <div data-bbox="844 1239 1104 1365"> <u>2/20/13</u>            Date         </div> </div>	

Each County department head is also required to report to the Chief Executive Officer by June 30 of each year those sole source contracts under \$250,000 executed by/for their department for the fiscal year ending on June 30. The Chief Executive Officer will compile the list and submit it to the Board of Supervisors.

## RESPONSIBLE DEPARTMENT

Chief Executive Office

Internal Services Department